Consulate General of the United States of America Guadalajara
Av. Manuel Acuña 3410, Guadalajara, Jalisco, Mexico
C.P. 44670 Tel: +52 33 3111-7800

Date: June 03, 2026

To: Prospective Quoters

Subject: Request for Quotations number **19MX3026Q0005**

Enclosed is a Request for Quotations (RFQ) soliciting potential vendors to provide Landscaping Services to the U.S. Consulate General in Guadalajara. If you would like to submit quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it via email to GDLGSOProcurement@state.gov.

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

The Consulate intends to conduct a site visit, The site visit will be held at the US Consulate General Guadalajara. Prospective offerors/quoters should contact GDLGSOProcurement@state.gov by latest June 18, 2026, at 12:00pm CST to arrange entry to the building.

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

1. SF-1449, block 17, 19-24, and 30 as appropriate.
2. Section 5 – 52.204-26 Covered Telecommunications Equipment or Services-Representation, has had the appropriate boxes checked
3. Section 5 – 52.204-25 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, has had the appropriate boxes checked
4. Attachment 1 – SOW, Section 12. Pricing Table, has been filled out
5. Proof of SAM Registration
6. Additional information as required in Section 3

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

Consulate General of the United States of America Guadalajara
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Questions are due by June 25, 2026 at 12:00pm CST. Questions will not be accepted after this time.

Quotations are due by **July 15, 2026, at 12:00pm CST**. Quotations will not be accepted after this time.

Questions and Quotations must be in English and submitted via email to GDLGSOProcurement@state.gov, incomplete proposals will not be accepted.

Sincerely,

Cruz, Pedro (CruzPE@state.gov)
06/01/2026 21:56 GMT

Pedro E Cruz
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER	PAGE 1 OF PAGES 87

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			19MX3026Q0005	06/03/26

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER(No collect calls)	8. OFFER DUE DATE/ LOCAL TIME
	DIEGO J LOPEZ	+52-33-28324008	07/15/2026 AT 12:00pm Guadalajara Time

9. ISSUED BY CODE MX300

AMCONGEN GUADALAJARA, MEXICO
MANUEL ACUñA 3410, ATTN: GSO
GUADALAJARA 44670
MEXICO

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR ☐ SET ASIDE:____ % FOR:
- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ EDWOSB
- ☐ 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE
AMCONGEN GUADALAJARA, MEXICO
Manuel Acuña 3410, Colonia Monraz, ATTN:GSO
GUADALAJARA 44670
MEXICO

16. ADMINISTERED BY CODE
AMCONGEN GUADALAJARA, MEXICO
PROGRESO 175, ATTN: GSO
GUADALAJARA 44100
MEXICO

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE

TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE
AMCONGEN GUADALAJARA, MEXICO
MANUEL ACUñA, ATTN:GSO
GUADALAJARA, 44670
MEXICO

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

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Please see Price Table in SOW *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		

41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41C. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFQ NUMBER 19MX3026Q0005
PRICES, BLOCK 23

1. SCOPE OF CONTRACT

The Contractor shall perform landscaping services, including furnishing all labor, material, equipment and services, for the U.S. Consulate General Guadalajara. The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed.

A. The purpose of this firm fixed price purchase order is to for landscaping services in accordance with Attachment 1.

B. The contract will be for a one-year period from the date of the contract award, with two (2) one-year options.

2.0 PRICING

Please see Attachment 1 - Statement of Work, Pricing Table.

CONTINUATION TO SF-1449
RFQ NUMBER *19MX3026Q0005*
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

The purpose of this contract is to obtain landscaping services for real property owned or managed by the U.S. Government *at* ***Consulate General Guadalajara.*** The Contractor shall perform gardening services in all designated spaces in accordance with Attachment 1 – Statement of Work.

1.2. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in Attachment 1 – Statement of Work. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the Contracting Officer's Representative (COR's) schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all of the standards of performance identified in the contract. The Contractor shall perform all related support functions such as supply, subcontracting, quality control, financial oversight, and maintenance of complete records and files.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION

The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function.

1.3.2. PERSONNEL

The Contractor shall designate, at a **minimum**, of four (4) personnel to provide services during the execution of this contract. The Contractor will be able to respond to emergency services within 24 hours of notification by the COR.

1.3.3. SCHEDULES

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of ***8:00*** *AM and* ***4:30*** PM Monday through Friday. For those items other than routine daily services, the Contractor shall

provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.4. QUALITY CONTROL

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

1.3.5 TECHNICAL GUIDANCE

The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

2.0 DELIVERABLES

The following items shall be delivered under this contract:

DESCRIPTION	QUANTITY	DELIVERY DATE	DELIVER TO:
Insurance	1	10 days after award	Contracting Officer
Grounds Maintenance Plan	1	10 days after award	COR
List of Personnel	1	10 days after award	COR
Payment Request	1	monthly	COR

3. PERSONNEL REQUIREMENTS

3.1 GENERAL

The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

3.2 STANDARD OF CONDUCT

3.2.1 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).

3.2.2 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

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

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

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

Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

Unauthorized use of Government property, theft, vandalism, or immoral conduct;

Unethical or improper use of official authority or credentials;

Security violations; or,

Organizing or participating in gambling in any form.

3.2.6 KEY CONTROL

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

3.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

3.4 PERSONNEL SECURITY

3.4.1 After award of the contract, the Contractor shall provide the following list of data on each employee who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals.

It is anticipated that security checks will take ***30*** days to perform. For each individual the list shall include:
Full Name
Place and Date of Birth
Current Address
Identification number

3.4.2 Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual.

4. MATERIALS AND EQUIPMENT

The Contractor shall provide all necessary gardening and landscaping supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers to perform the work identified in Attachment 1 – Statement of Work.

5. INSURANCE

5.1 AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

5.2 GENERAL LIABILITY

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

1. Bodily Injury stated in US Dollars:

   Per Occurrence ***$10,000.00 USD***
   Cumulative ***$100,000.00 USD***

2. Property Damage stated in US Dollars:

   Per Occurrence **$10,000.00 USD**
   Cumulative ***$100,000.00 USD***

5.3 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.

5.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3, or host country nationals that do not have a DOL waiver.

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

any property of the Contractor,
its officers,
agents,
servants,
employees, or
any other person,
arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

5.6 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.

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

5.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within ten (10) days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

6.0 LAWS AND REGULATIONS

6.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. If there is a conflict between the contract and requirements of local law, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

6.2 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless they are inconsistent with the requirements of this contract.

7.0 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 Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Statement of Work Paragraph	Performance Threshold
Services. Performs all landscaping services set forth in the scope of work.	1. thru 14.	All required services are performed and no more than one (1) customer complaint is received per month.

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

11.2 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.

11.3 Procedures.

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
(b) The COR will complete appropriate documentation to record the complaint.
(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION 2 - CONTRACT CLAUSES

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A)

Instructions for 52.212-5

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
__(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
__(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).
__(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
_X_(4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).
_X_ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__(6) [Reserved].
_X_ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
_X_ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__(10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115–390, title II).
__(11)
(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
__(ii) Alternate I (Dec 2023) of 52.204-30.
_X_ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
__(13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
__(14) [Reserved].
__(15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
__(16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__(17) [Reserved]
__(18)
(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__(ii) Alternate I (Mar 2020) of 52.219-6.
__(19)
(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
__(ii) Alternate I (Mar 2020) of 52.219-7.
__(20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).
__(21)
(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
__(ii) Alternate I (Nov 2016) of 52.219-9.
__(iii) Alternate II (Nov 2016) of 52.219-9.
__(iv) Alternate III (Jun 2020) of 52.219-9.
__(v) Alternate IV (Sep 2023) of 52.219-9.
__(22)
(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
__(ii) Alternate I (Mar 2020) of 52.219-13.
__(23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
__(24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
__(25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
__(26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).
__(ii) Alternate I (Mar 2020) of 52.219-28.
__(27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
__(28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
__(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
__(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

__(31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
_X_ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
__(33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
__(34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
__(ii) Alternate I (Feb 1999) of 52.222-26.
__(35) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
__(ii) Alternate I (Jul 2014) of 52.222-35.
__(36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
__(ii) Alternate I (Jul 2014) of 52.222-36.
__(37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
__(38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
_X_ (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
__(ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
__(40) 52.222-54, Employment Eligibility Verification (May 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
__(41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__(42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
__(43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
__(44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
__(45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
__(46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).
__(47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
__(ii) Alternate I (Jan 2017) of 52.224-3.
__(48) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
__(ii) Alternate I (Oct 2022) of 52.225-1.
__(49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
__(ii) Alternate I [Reserved].
__(iii) Alternate II (Jan 2025) of 52.225-3.
__(iv) Alternate III (Feb 2024) of 52.225-3.
__(v) Alternate IV (Oct 2022) of 52.225-3.
_X_ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).
_X_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
__(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
_X_ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
__(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
_X_ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
__(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
_X_ (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
__(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
__(61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
__(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
_X_ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
__(64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
__(65) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
__(ii) Alternate I (Apr 2003) of 52.247-64.
__(iii) Alternate II (Nov 2021) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
__(1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter67).
__(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
__(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).
__(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
__(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
__(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
__(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
__(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__(10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).
(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)
(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).
(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
(vii)
(A) 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
(B) Alternate I (Dec 2023) of 52.204–30.
(viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
(x) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
(xvi)
(A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
(xxii)
(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
(B) Alternate I (Jan 2017) of 52.224-3.
(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2024)

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

52.223-2 REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (MAY 2024)

(a)*Definitions.* As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).
USDA-designated product category means a generic grouping of products that are or can be made with biobased materials—

(1)That are listed by USDA in a procurement guideline (7 CFR part 3201, subpart B); and
(2)For which USDA has provided purchasing recommendations (available at *https://www.biopreferred.gov*).

(b)The Contractor shall report to *https://www.sam.gov,* with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and
(c)Submit this report no later than—

(1)October 31 of each year during contract performance; and
(2)At the end of contract performance.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an

Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
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	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

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

52.216-18 ORDERING (AUG 2020)

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

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.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can

be made. No legal liability on the part of the Government for any payment may arise for performance under this contract 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.

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (FEB 2015)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card 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)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

1) Use an email signature block that shows name, the office being supported and company affiliation (e.g., "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
2) Clearly identify themselves and their contractor affiliation in meetings.
3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.215-70 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.

(a) 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).

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

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

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

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

(b) Invoice Submission. The Contractor shall submit invoices in an original and ***one (1)*** copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

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

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

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

Date	**Holiday**	**US/Local**
Jan 01	New Year's Day	Am
Jan 15	Birthday of Martin Luther King, Jr.	Am
Feb 5	Anniversary of the Mexican Constitution	Mx
Feb 22	President's Day (Washington's Birthday)	Am
Mar 21	Benito Juarez's Birthday	Mx
Thursday of the 1st or 2nd week of April	Holy Thursday	Mx
Friday of the 1st or 2nd week of April	Good Friday	Mx
May 1	Mexican Labor Day	Mx
May 5	Anniversary of the Battle of Puebla	Mx
May 10	Mother's Day	Mx
Last Monday of May	Memorial Day	Am

Jun 19	Juneteenth	Am
Jul 04	Independence Day	Am
1st Monday of September	Labor Day	Am
Sep 16	Mexican Independence Day	Mx
2nd Monday in October	Columbus Day	Am
Nov 2	All Soul's Day	Mx
Nov 20	Anniversary of the Mexican Revolution	Mx
Nov 11	Veterans Day	Am
4th Thursday of Nov	Thanksgiving Day	Am
Dec 12	Day of the Virgin Guadalupe	Mx
Dec 25	Christmas	Am

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

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

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

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

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

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

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

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.
(End of clause)
652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

(b) The COR for this contract is ***Oscar Hernandez – Facilities Engineer.***

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.

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.

SECTION 3 – SOLICITATION PROVISIONS

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2023) IS INCORPORATED BY REFERENCE (SEE SF-1449, BLOCK 27A)

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. A **completed solicitation**, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), Section 12 Pricing Table in Attachment 1 - Statement of Work,

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a **Project Manager** (or other liaison to the Consulate) who understands written and spoken English, as well as a **minimum** of 4 (four) personnel who are available to provide services during the execution of services of this Contract.

(2) Proof the offeror has **local presence** in order to provide emergency services within 24 hours per Section 9 of Attachment 1 – Statement of Work.

(3) The offeror shall provide proof of **SAM registration** to include the SAM UEI number per Section 14 of Attachment 1 - Statement of Work.

(4) At least **2 past performance referrals**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(5) The offeror's **strategic plan** for providing landscaping services to include but not limited to:

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

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

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

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

(6) The offeror's proof that all their workers are **registered and active** in the local social security government organization (Instituto Mexicano del Seguro Social (IMSS)). If workers are not yet registered, a statement that the Contractor will get the required registration upon time of award.

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

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

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

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

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.237-1	SITE VISIT (APR 1984)

The site visit will be held *at* ***the U.S. Consulate General Guadalajara*** building**.** Prospective offerors/quoters should contact ***GdlGSOProcurement@state.gov*** for additional information or to arrange entry to the building.

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

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, Patrick Conelly, at 33 3111 7800. 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, Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

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

(a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.

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

(d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

THE FOLLOWING FAR PROVISION(S) ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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

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

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

(b) For acquisitions conducted using negotiation procedures—

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

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

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

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

(c) *Representations.* (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2024)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.
(a) *Definitions*. As used in this provision—
Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.
Forced or indentured child labor means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
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.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—
(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.
Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.
Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
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 pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended."Sensitive technology"—
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)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern—
(1)
(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
(3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.
Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that—
(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.
Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.
Small business concern—
(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that—
(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and
(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation
Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

"successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.
Veteran-owned small business concern means a small business concern—
(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.
Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women
Women-owned small business concern means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.
Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.
(b)
(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs __.
(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.
(1) *Small business concern*. The offeror represents as part of its offer that—
(i) It □ is, □ is not a small business concern; or
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it □ is, □ is not a veteran-owned small business concern.
(3) *SDVOSB concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents that it □ is, □ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.*] [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(5) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.
(6) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is, □ is not a women-owned small business concern.
(7) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c).
[*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.]
Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.
(9) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is a women-owned business concern.
(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____
(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–
(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and
(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.
(d) Representations required to implement provisions of Executive Order11246-

(1) Previous contracts and compliance. The offeror represents that-
(i) It □ has, □ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It □ has, □ has not filed all required compliance reports.
(2) *Affirmative Action Compliance*. The offeror represents that-

(i) It □ has developed and has on file, □ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It □ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) *Certification Regarding Payments to Influence Federal Transactions*
(31 http://uscode.house.gov/ U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract,
the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)
(1)
(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.
(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
(iv) The terms “commercially available off-the-shelf (COTS) item,” “critical component,” “domestic end product,” "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."
(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(3) Domestic end products containing a critical component:

Line Item No. ___
[*List as necessary*]
(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.
(g)
(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
(i)
(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.
(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."
Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or *Israeli End Products*:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select “no”.
Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]
(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).
Line Item No. ___
[List as necessary]
(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR part 25.
(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act": *Israeli End Products*:

Line Item No.
_____
_____
_____

[*List as necessary*]
(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:
(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."
(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Korean End Products or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.
Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) *Certification Regarding Responsibility Matters (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–
(1) □ Are, □ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(2) □ 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 Federal, state or local government 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;
(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
(4) □ 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.
(i) Taxes are considered delinquent if both of the following criteria apply:
(A) *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.
(B) *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.
(ii) *Examples*.

(A) 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.
(B) 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.
(C) 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.
(D) 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).
(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*
(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) *The* offeror *will not supply any* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*

☐ (ii) *The* offeror may *supply an* end product *listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.*
The offeror *certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the* offeror *certifies that it is not aware of any such use of child labor.*

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) □ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) □ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)
[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) *Maintenance, calibration, or repair of certain equipment as described in FAR* 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) *Certain services as described in FAR* 22.1003-4(d)(1). The offeror □ does □ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–
(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(l) *Taxpayer Identification Number (TIN) (* 26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)
(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision 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 implementing regulations issued by the Internal Revenue Service (IRS).
(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(3) *Taxpayer Identification Number (TIN)*.
☐TIN: _____.
☐TIN has been applied for.
☐TIN is not required because:
☐Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the 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;
☐Offeror is an agency or instrumentality of the Federal Government.
(4) *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 CFR1.6049-4;
☐Other _____.
(5) *Common parent*.
☐Offeror is not owned or controlled by a common parent;
☐Name and TIN of common parent:
Name _____.
TIN _____.
(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) 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.
(2) *Representation*. The Offeror represents that–
(i) It □ is, □ is not an inverted domestic corporation; and
(ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.
(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
(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 owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) 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 (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).
(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and
(ii) The offeror has certified that all the offered products to be supplied are designated country end products.
(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).
(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:
Immediate owner CAGE code: _____.
Immediate owner legal name: _____.
(Do not use a "doing business as" name)
Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
Highest-level owner CAGE code: _____.
Highest-level owner legal name: _____.
(*Do not use a "doing business as" name*)
(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–
(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(2) The Offeror represents that–
(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.
(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: (or mark "Unknown").
Predecessor legal name:_____.
(*Do not use a "doing business as" name*).
(s) [Reserved].
(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).
(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.
(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.
(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.
(u)
(1) 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 appropriated (or otherwise made available) funds 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.
(2) The prohibition in paragraph (u)(1) 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.
(3) *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).
(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.
(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
(2) The Offeror represents that–
(i) It □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
(End of Provision)

Alternate I (Feb 2024). As prescribed in 12.301 (b)(2), add the following paragraph (c)(12) to the basic provision:
(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)
□ Black American.
□ Hispanic American.
□ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
□ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The

Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
□ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
□ Individual/concern, other than one of the preceding.

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)

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

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

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

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

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

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

ATTACHMENT 1
STATEMENT OF WORK (SOW)

1. **PROJECT OVERVIEW**
2. **OBJECTIVES**
3. **DETAILED SCOPE OF WORK**
   - 3.1. LANDSCAPING MAINTENANCE
   - 3.2. IRRIGATION SYSTEM MAINTENANCE
   - 3.3. SUPPLEMENTARY SERVICES (OPTIONAL/ADDITIONAL)
4. **MATERIALS, EQUIPMENT AND TOOLS**
5. **REPORTING AND DOCUMENTATION**
6. **CONTRACTOR RESPONSIBILITIES**
7. **INSURANCE**
8. **GOVERNMENT RESPONSIBILITIES**
9. **SCHEDULE AND TIMING**
10. **PERFORMANCE EVALUATION**
11. **CONTRACT DURATION**
12. **PRICING TABLE AND PAYMENT TERMS**
13. **HOURS OF PERFORMANCE**
14. **SAM REGISTRATION**

EXHIBIT 1 – PLANT SPECIES AT SITE

EXHIBIT 2 – APPROVED PESTICIDES

EXHIBIT 3 – PERSONAL PROTECTIVE EQUIPMENT

EXHIBIT 4 – CONTRACTOR ORIENTATION PACKET

Preventive Maintenance of Landscaping for U.S. Consulate General Guadalajara Compound

1. Project Overview

The purpose of this contract is to ensure the ongoing upkeep, functionality, and aesthetic appeal of the landscaping and irrigation systems at the U.S. Consulate General Guadalajara Compound. This preventive maintenance program will help avoid equipment failures, preserve the visual quality of the grounds, and promote sustainability in water usage and a safe environment while adhering to all federal, state, and local regulatory requirements.

This Contract cannot be

Throughout this service a Contracting Officer Representative (COR) will be assigned to this Contract and will be the main point of contact for the Contractor, they will work together to coordinate services, provide approvals and overall direct the Contractor throughout the lifecycle of this Contract. The assigned COR to this Contract is Oscar Hernandez, Facilities Engineer.

2. Objectives

- **Maintain and Enhance Appearance:** Ensure the grounds remain visually appealing throughout the year.
- **Ensure Operational Efficiency:** Keep irrigation systems operating with minimal water wastage. Contractor is responsible for minimal maintenance issues.
- **Prevent Equipment Failures:** Identify and remedy equipment issues before they result in significant downtime or costly repairs.
- **Promote Sustainability:** Implement water conservation measures and promote environmentally responsible landscaping practices.
- **Compliance and Safety:** Guarantee all activities are performed in accordance with applicable federal and state regulations and facility safety standards.

3. Detailed Scope of Work

3.1 Landscaping Maintenance

A. **Regular Tasks:**

- **Minimum Personnel:** Contractor is required to have a **minimum** of **four (4)** personnel providing services during the execution of services.
- **Mowing, Edging, and Trimming:** Maintain lawns and landscaped areas with consistent mowing practices; edge along sidewalks, curbs, and facility boundaries.
- **Pruning:** Trim shrubs, trees, and ornamental plants to ensure healthy growth and clear sightlines for safety.
- Control and care of trees in corridors and ridges, control and aesthetic pruning at 3 meters in height, if pruning of more than 3 meters is required, a quote can be presented separately.
- **Weed Control:** Identify and remove invasive and unwanted species; apply targeted, environmentally safe herbicides where permitted.

- **Fertilization and Mulching:** Conduct seasonal fertilizer applications and mulch installations to promote optimal soil conditions. Fumigation of plant elements, to eliminate pests and phytosanitary control.

- **Plant Health Monitoring:** Inspect plant beds regularly for signs of disease, pest infestations, or water stress; document and address concerns promptly.

- **Gravel and Mulch areas:** Enhance areas by adding mulch where required.

  A. Standards: Wood mulch shall meet the highest standards set by the National Bark and Soil Producers Association. Mulch shall be well-aged, uniform in size, and free from foreign matter.
  B. Stone mulch shall consist of crushed tan marble, washed, uniform in size, free from foreign matter and debris.
  General contractor will submit a separate quotation for wood mulch and /or crushed stone and if additional required material for such replacement of mulch.

- **Cleanup and Protection:**
  - During planting, daily keep adjacent paving and construction clean and work area in orderly condition.
  - Protect plants from damage due to landscape operations, and due to operations of other contractors and trades. Maintain protection during installation and initial maintenance periods. Treat, repair, or replace damaged plants.
  - At end of first growing season, remove nursery stakes and guys from Project site.
  - Keep clean the Consular Area, the main entrance of VISA applicants and surrounding areas.
  - Cleaning and collection of garbage generated during maintenance should be deposited in containers assigned to vendor/contractor.
  - Contractors personnel **MUST** always use Personal Protective Equipment (PPE) while providing services, please see Exhibit 3, for more information.

B. **Seasonal Enhancements:**

- **Plant Replacement and Seasonal Blooms:** Replace dead or declining plants and introduce seasonal plantings to enhance visual interest. General contractor will submit a separate quotation to provide and plant or add around the compound and the outside perimeter (if required), seasonal plants/blooms.

- **Landscape Renovations:** Periodically assess and improve garden beds, borders, and ground cover arrangements.

3.2 Irrigation System Maintenance

A. Routine Inspections and Testing:

- **Component Inspections:** Conduct monthly inspections of sprinklers, drip lines, valves, controllers, pumps, and filters.

- **Sprinkler Testing and Adjustment:** Verify proper coverage and watering uniformity; adjust scheduling zones in response to seasonal changes.
- **Leak and Clog Management:** Identify and repair leaks and clear clogged nozzles or filters to prevent water wastage.
- Inspect irrigation system components (sprinklers, drip lines, valves, pumps, controllers) on a monthly basis.
- Repair leaks, broken lines, and malfunctioning sprinklers immediately upon discovery.
- Support of irrigation by means of hose in areas where sprinkler irrigation does not reach.
- Detect shortages or excess of water in all areas and treat it properly.
- Minor repairs (repairs on cut, broken or loose tubing/pipe, burying pipes when exposed, as well as identified or diagnose damaged equipment) to the irrigation system are Vendor /Contractor responsibilities, additional cost for spare or damaged equipment will be purchased, if required, by a separate quotation submitted to the U.S. Government.

B. Preventive Measures:

- **System Flushing:** Perform an annual system flush to remove sediment and buildup.
- **Calibration and Programming:** Optimize irrigation timers and smart controllers based on seasonal weather patterns and moisture levels.

C. Monitoring and Reporting:

- Submit monthly reports detailing maintenance activities performed, plant health conditions, and irrigation system status.
- Provide recommendations for improvements or upgrades to landscaping and irrigation infrastructure.
- General contractor is allowed to bring a camera for reporting purposes. Avoid taking pictures of cameras, entry points/procedures, ID badges, Delta Barriers, sliding gates, and related sensitive equipment/tools, etc. RSO (Regional Security Officer) will review all photos before dissemination. Professional supervision, with biweekly tours is required.

3.3 Supplementary Services (Optional/Additional)

- **Water Conservation Audits:** Conduct periodic assessments to fine-tune water usage and propose efficiency improvements.

- **Integrated Pest Management (IPM):** Implement eco-friendly pest control practices to manage insect and fungal threats. Pesticides will be pre-approved and shall be stored properly.

A. Pesticide Application

- Fertilization in general, with the highest quality inputs prevailing in the market, both chemical and organic, twice a year, and /or when required.
- Spray apply insecticides or, pesticides, and herbicides only by authorized personnel. Spray to inhibit damage from insects, pests, and diseases, only with prior written approval of Project Director/COR. Spray products and application shall conform to the National Arborist Association Standards under the section titled "Standards for Pesticide Application Operations as currently adopted." and as approved by the Project Director/COR. All insecticides, pesticides, and herbicides shall be EPA approved.

A.1 Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.
A.2 Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

- **Soil and Plant Health Analysis:** Perform periodic soil analysis and adjust nutrient application to maintain optimal growing conditions.
- **Emergency Repair:** Provide 24/7 rapid-response for unexpected irrigation system failures or landscape hazards.

4. Materials, Equipment and Tools

The Contractor shall provide all necessary landscaping/gardening supplies, tools, materials, and equipment, including shovels, gloves, rakes, lawn mower, hoe, pitchfork, pruning shears, fertilizers to perform the work identified. The contractor must replace the following, but not limited to any old or dead plants, leaves, damaged or dead shrubs, tree branches, any organic product that are dead from disease, plagues or end of natural life of the plant, or due to lack of watering or excess of watering.

5. Reporting and Documentation

- **Inspection Reports:** The Contractor shall submit detailed monthly reports outlining all inspection findings, repairs, and maintenance activities.
- **Performance Logs:** Maintain ongoing records of all preventive maintenance tasks, system adjustments, and parts replacements.
- **Recommendations:** Provide periodic summaries and recommendations for future improvements or major system updates.

6. Contractor Responsibilities

- Supplying all necessary labor, tools, equipment, uniforms and materials to perform the services will be inspected and reviewed by Post Occupational Safety and Health Officer (POSHO.)
- Ensure compliance with Environmental Protection Agency (EPA) standards as well as local, state, and federal regulations.
- Maintain a clean and safe work environment, including proper disposal of organic waste and any hazardous materials.
- Coordinate efficiently with facility management to secure access and comply with security protocols.
- Provide skilled personnel trained in both landscaping and irrigation system maintenance. Must have a **minimum** of **four (4)** personnel during the execution of services.
-

7. Insurance

Local Insurance Law (IMSS). The Contractor shall comply with all Mexican Government laws regarding Worker's Compensation and Employer's liability. Under Mexican law, employees must be enrolled in the Mexican Social Security Institute (IMSS). IMSS provides medical attention for employees and their dependents, including hospitalization, and limited unemployment compensation in cases of illness and maternity, occupational disease, and accidents in addition to disability and old-age pensions. The amounts depend on the salary of the employee. If local law requires additional coverage for elevator maintenance services, the Contractor must comply with such laws and in amounts sufficient to meet normal and customary claims.

8. Government Responsibilities

- Provide Contractor access to all areas of the facility and any relevant site-specific information.
- Supply artifactual data such as existing maintenance logs, system schematics, and previous reports (if available) to inform the Contractor's planning.
- Timely review and approval of submitted reports and any recommended changes or updates to the maintenance plan.
- Government WILL NOT provide contractor with any equipment, all tools, supplies, equipment and any other necessary items required in order to provide services will be full responsibility of the Contractor.
- Government will provide accessible, exterior water faucets which the Contractor may use in order to provide services such as connecting their hose equipment to irrigate plants.
- Government will also provide accessible exterior electrical outlets in case Contractor needs to use equipment which requires electrical energy – however, items such as extension cords will not be provided by Government and anything plugged into outlets needs to be approved first by the Contracting Officers Representative (COR) and APOSHO.

9. Schedule and Timing

- **Routine Maintenance Frequency:** Landscaping: [Weekly/Bi-weekly/Monthly] Irrigation System Inspections: Monthly Seasonal Adjustments: As per calendar requirements
- **Response Times:** Emergency response within **24 hours** for critical repairs impacting safety or functionality.

10. Performance Evaluation

- **Quality Assurance:** Regular performance reviews based on completed work, adherence to the schedule, and the quality of display grounds.
- **Inspections and Audits:** Facility management or designated inspectors will conduct unscheduled audits to ensure compliance.
- **Contractor Review:** Performance ratings will be based on maintenance logs, system reliability, water usage efficiency, and overall landscape appearance.

11. Contract Duration

- **Contract Term:** The contract will cover a period of one (1) year starting from August 01, 2026 and ending on July 31, 2027 with an option to extend for 12 more months of service for a total of two (2) additional years.

- **Modifications:** Adjustments to the scope may be made in writing by mutual consent.

12. Pricing Table and Payment Terms

- This is a firm fixed price contract payable entirely in US Dollar or Peso MX. Prices for all Contract Line-Item Numbers (CLIN) shall include proper disposal of toxic substances, additional sums will be payable for any escalation in the cost of materials, equipment, or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates. The contract will be for a period of one-year with two option years.

- **Value Added Tax (VAT)** is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are: CLIN 001-207.

Pricing Table

Please reference if the below pricing is in Mexican Pesos (MXN) or United States Dollars (USD).

MXN ☐

USD ☐

A.1 Base Year Pricing

CLIN	Description	Quantity	Unit	Unit price ($)	Total ($)
001	Mowing & Trimming	12	Month	$	$
002	Weeding & Pruning	12	Month	$	$
003	Irrigation System Check	12	Month	$	$
004	Mulch & Soil Management	12	Month	$	$
005	Debris Removal	12	Month	$	$
006	Pest & Disease Management	12	Month	$	$
007	Weather & Seasonal Adjustments	12	Month	$	$
008	TAX/VAT	12	Event	$	$
BASE YEAR: Grand Total					$

A.2 Option Year One Pricing

CLIN	Description	Quantity	Unit	Unit price ($)	Total ($)
101	Mowing & Trimming	12	Month	$	$
102	Weeding & Pruning	12	Month	$	$
103	Irrigation System Check	12	Month	$	$
104	Mulch & Soil Management	12	Month	$	$
105	Debris Removal	12	Month	$	$
106	Pest & Disease Management	12	Month	$	$
107	Weather & Seasonal Adjustments	12	Month	$	$
108	TAX/VAT	12	Event	$	$
OPTION YEAR ONE: Grand Total					$

A.2 Option Year Two Pricing

CLIN	Description	Quantity	Unit	Unit price ($)	Total ($)
201	Mowing & Trimming	12	Month	$	$
202	Weeding & Pruning	12	Month	$	$
203	Irrigation System Check	12	Month	$	$
204	Mulch & Soil Management	12	Month	$	$
205	Debris Removal	12	Month	$	$
206	Pest & Disease Management	12	Month	$	$
207	Weather & Seasonal Adjustments	12	Month	$	$
208	TAX/VAT	12	Event	$	$
OPTION YEAR TWO: Grand Total					$

A.3 Summary Pricing Tables

GRAND TOTAL OF BASE AND ALL OPTION YEARS	
Base Year Total	$
Option Year One Total	$
Option Year Two Total	$
GRAND TOTAL	$

- **Payment Terms:** Payments will be made per the agreed milestones, upon submission of inspection reports and satisfactory performance evaluations. The Contractor shall submit an invoice after each preventive maintenance service has been performed. Invoices must be accompanied by a signed copy of the Maintenance Checklist for the work performed including parts replacement and break down calls, if any. No invoice for preventive maintenance services will be considered for payment unless accompanied by the relevant documentation.

  Payment will be via electronic transfer. Payment will be made after each service have been delivered and the invoice has been received, a processing time of 30 days will be required once the invoice has been received.
  Contractor will register in the US Consulate General of Guadalajara's invoicing portal website; instructions will be provided to the awarded vendor.
  This website, MyILMS, will be where the Contractor will upload their invoice.
  Invoices shall be sent to:
  Facility Management Group
  GuadalajaraALLFacilitiesLEStaff@state.gov

13. Hours of Performance

The Contractor shall maintain work schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The Contractor shall deliver standard services between the hours of 8:00 AM and 4:30 PM Monday through Friday. No work shall be performed on US Government and local holidays, unless pre-approved. Below is a list of the holidays.

Table 1 List of US Government and local holidays

Date	Holiday	US/Local
Jan 01	New Year's Day	Am
Jan 15	Birthday of Martin Luther King, Jr.	Am
Feb 5	Anniversary of the Mexican Constitution	Mx
Feb 22	President's Day (Washington's Birthday)	Am
Mar 21	Benito Juarez's Birthday	Mx
Thursday of the 1st or 2nd week of April	Holy Thursday	Mx
Friday of the 1st or 2nd week of April	Good Friday	Mx
May 1	Mexican Labor Day	Mx
May 5	Anniversary of the Battle of Puebla	Mx
May 10	Mother's Day	Mx
Last Monday of May	Memorial Day	Am
Jun 19	Juneteenth	Am
Jul 04	Independence Day	Am
1st Monday of September	Labor Day	Am
Sep 16	Mexican Independence Day	Mx
2nd Monday in October	Columbus Day	Am
Nov 2	All Soul's Day	Mx
Nov 20	Anniversary of the Mexican Revolution	Mx
Nov 11	Veterans Day	Am

4th Thursday of Nov	Thanksgiving Day	Am
Dec 12	Day of the Virgin Guadalupe	Mx
Dec 25	Christmas	Am

15. SAM Registration

A) Background
To be eligible for an award, all prospective offerors shall have a commercial and government entity (cage)/north atlantic treaty organization (NATO) = (NCAGE) code; and register to system for award management (SAM) for their unique entity id. Refer to FAR 4.605(b) for further guidance.
Vendors have experienced difficulty registering in SAM. One of the most common issues is inaccurate address validation. One of the first steps SAM.gov does to verify the vendors legal information is comparing their NCAGE address and their address registered in SAM for their unique entity id. Many times, these address are not exactly the same, even the smallest details can cause SAM.gov to not process the registration if the addresses do not exactly match up.
NOTE: it is very important that each company/entity register with their fiscal company name and address in NCAGE as well as in SAM (unique entity id) and without misspelling/typos. The information shall match and be exactly the same on all registrations, if not, the process will take a minimum of four months.
NATO commercial and government entity (NCAGE) code: foreign entities shall obtain a NCAGE code for each to register in SAM before starting the registration process. Make sure the name and address information provided to obtain the NCAGE code matches that of your created SAM account. Allow up to three (3) business days to receive the NCAGE code.
B) SYSTEM FOR AWARD MANAGEMENT (SAM)
Offerors must register the entity in SAM at – https://SAM.gov/content/entity-registration.
Please allow plenty of time before the contract application deadline. Allow up to 10 business days after submission before the registration is active in SAM.
Please enter to https://SAM.gov/content/entity-registration for further guidance.
Current SAM.gov registrants have already been assigned their unique entity identifier and can view it within SAM.gov; there is no further action required

EXHIBIT 1
PLANT SPECIES AT SITE

Plant species at the U.S. Consulate General of Guadalajara Compound

Pochote (Ceiba pentandra):

- **Watering:** Pochote prefers well-draining soil and moderate watering. Allow the soil to dry out between waterings.
- **Soil and Fertilization:** Requires fertile, loamy soil. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Minimal pruning required; remove dead or damaged branches as needed.
- **Pest and Disease Control:** Watch for pests like aphids and caterpillars. Control with insecticidal soap if necessary.
- **Seasonal Care:** Protect from frost in cooler climates.

Palo Blanco (Mariosousa willardiana):

- **Watering:** Moderate watering, allowing the soil to dry slightly between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune to shape and remove dead or crossing branches.
- **Pest and Disease Control:** Monitor for pests like scale insects and treat with horticultural oil if necessary.
- **Seasonal Care:** Protect from frost and provide shelter from strong winds.

Jacaranda (Jacaranda mimosifolia):

- **Watering:** Regular watering during the growing season, but allow the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil; fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune after flowering to maintain shape and remove dead or crossing branches.
- **Pest and Disease Control:** Watch for pests like whiteflies and caterpillars; treat with appropriate insecticides.
- **Seasonal Care:** Protect young plants from frost; mature trees are more tolerant but may still suffer damage.

Palo Prieto (Cordia alliodora):

- **Watering:** Regular watering during the growing season; reduce in winter.
- **Soil and Fertilization:** Well-draining soil; fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune to shape and remove dead or diseased branches.
- **Pest and Disease Control:** Monitor for pests like aphids and caterpillars; treat as needed.
- **Seasonal Care:** Protect from frost when young.

Alamo Mexican Sycamore (Platanus mexicana):

- **Watering:** Regular watering, especially during hot, dry periods.
- **Soil and Fertilization:** Well-draining soil; fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune in late winter to early spring to remove dead wood and maintain shape.
- **Pest and Disease Control:** Watch for pests like sycamore lace bugs and anthracnose disease; treat as needed.
- **Seasonal Care:** Tolerates some frost but protect young trees during extreme cold.

Zacaloxochitl (Prunus serotina):

- **Watering:** Moderate watering, especially during dry spells.
- **Soil and Fertilization:** Well-draining soil; fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune in late winter to early spring to remove dead or diseased branches.
- **Pest and Disease Control:** Watch for pests like borers and tent caterpillars; treat as needed.
- **Seasonal Care:** Tolerates frost but may require protection when young.

Clavellina Rota (Cuphea glutinosa):

- **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during hot, dry periods.
- **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize with a balanced fertilizer during the growing season.
- **Pruning:** Deadhead spent flowers regularly to promote continuous blooming. Prune to shape and remove leggy growth as needed.
- **Pest and Disease Control:** Monitor for pests like aphids and spider mites. Control with insecticidal soap or neem oil if necessary.
- **Seasonal Care:** Protect from frost in cooler climates. Consider overwintering indoors in colder regions.

Weeping Willow (Salix babylonica):

- **Watering:** Requires consistently moist soil. Ensure adequate watering, especially during dry spells.
- **Soil and Fertilization:** Thrives in moist, fertile soil. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune regularly to control size and shape, focusing on removing dead or crossing branches.
- **Pest and Disease Control:** Susceptible to pests like aphids and caterpillars. Monitor and treat as needed.
- **Seasonal Care:** Protect from frost during the winter months.

Primavera (Tabebuia donnell-smithii):

- **Watering:** Requires regular watering, especially during the growing season. Allow the soil to dry out slightly between waterings.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer to encourage flowering.
- **Pruning:** Prune lightly after flowering to maintain shape and remove dead or diseased branches.
- **Pest and Disease Control:** Watch for pests like aphids and scale insects. Treat with insecticidal soap or horticultural oil if necessary.
- **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Montezuma Cypress (Ahuehuete) (Taxodium mucronatum):

- **Watering:** Tolerates wet conditions but can also withstand drought once established. Water regularly during dry spells.
- **Soil and Fertilization:** Thrives in moist, well-draining soil. Fertilize sparingly in spring with a balanced fertilizer.
- **Pruning:** Prune to remove dead or damaged branches and maintain desired shape.
- **Pest and Disease Control:** Monitor for pests like aphids and caterpillars, as well as diseases like cankers. Treat as needed.
- **Seasonal Care:** Generally hardy but may require protection from extreme cold in

colder regions.

Organo Mexican Fencepost (Pachycereus marginatus):

• **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.

• **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly in spring with a balanced fertilizer.

• **Pruning:** Minimal pruning required; remove any dead or damaged sections as needed.

• **Pest and Disease Control:** Generally pest and disease resistant but watch for signs of rot caused by overwatering. Ensure proper drainage to prevent issues.

• **Seasonal Care:** Protect from frost, especially young or newly planted specimens.

Spineless Yucca (Yucca elephantipes):

• **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.

• **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly in spring with a balanced fertilizer.

• **Pruning:** Minimal pruning required; remove dead or yellowing leaves as needed.

• **Pest and Disease Control:** Generally pest and disease resistant. Ensure proper ventilation to prevent fungal issues.

• **Seasonal Care:** Tolerates frost but protect from prolonged freezing temperatures.

Triangle Palm (Dypsis decaryi):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during hot, dry periods.

• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a palm-specific fertilizer.

• **Pruning:** Prune to remove dead or damaged fronds and maintain a clean trunk.

• **Pest and Disease Control:** Watch for pests like scale insects and spider mites. Treat with neem oil or insecticidal soap if necessary.

• **Seasonal Care:** Protect from frost and cold winds. Consider providing additional insulation during winter months.

Palma Licoala (Licuala grandis):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.

• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.

• **Pruning:** Minimal pruning required; remove any dead or damaged fronds.

• **Pest and Disease Control:** Watch for pests like spider mites and mealybugs. Treat with insecticidal soap if necessary.

• **Seasonal Care:** Protect from frost and cold winds. Maintain a stable temperature and humidity level.

Queen Palm (Syagrus romanzoffiana):

• **Watering:** Requires regular watering, especially during the growing season. Keep soil consistently moist but not waterlogged.

• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring and summer with a palm-specific fertilizer.

• **Pruning:** Prune to remove dead or diseased fronds and maintain a clean trunk.

• **Pest and Disease Control:** Monitor for pests like scale insects and spider mites. Treat

with neem oil or insecticidal soap if necessary.
• **Seasonal Care:** Protect from frost and cold winds. Provide additional insulation during winter months.

Cicada Mexicana (Senna mexicana):
• **Watering:** Tolerant of drought once established. Water deeply but infrequently.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring.
• **Pruning:** Prune to shape and remove dead or diseased branches as needed.
• **Pest and Disease Control:** Monitor for pests like aphids and caterpillars. Treat as needed.
• **Seasonal Care:** Generally hardy but may require protection from frost when young.

Yellow Bells (Tecoma stans):
• **Watering:** Moderate watering, allowing the soil to dry out slightly between waterings.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
• **Pruning:** Prune after flowering to maintain shape and remove dead or leggy growth.
• **Pest and Disease Control:** Watch for pests like aphids and caterpillars. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Princess Flower (Tibouchina urvilleana):
• **Watering:** Keep soil consistently moist, especially during the growing season. Avoid waterlogging.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
• **Pruning:** Prune lightly after flowering to maintain shape and encourage bushier growth.
• **Pest and Disease Control:** Watch for pests like aphids and caterpillars. Treat with insecticidal soap if necessary.
• **Seasonal Care:** Protect from frost and cold winds. Maintain a stable temperature and humidity level.

Viburnum (Viburnum spp.):
• **Watering:** Moderate watering, allowing the soil to dry out slightly between waterings.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
• **Pruning:** Prune after flowering to maintain shape and remove dead or diseased branches.
• **Pest and Disease Control:** Monitor for pests like aphids and scale insects. Treat as needed.
• **Seasonal Care:** Generally hardy but may require protection from frost during extreme cold.

Beebrush (Aloysia gratissima):
• **Watering:** Tolerant of drought once established. Water sparingly, allowing the soil to dry out between waterings.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring.

- **Pruning:** Prune lightly after flowering to maintain shape and encourage bushier growth.
- **Pest and Disease Control:** Monitor for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Generally hardy but may require protection from frost during extreme cold.

Tabachin de Cerro (Cytharexylum berlandieri):

- **Watering:** Moderate watering, allowing the soil to dry out slightly between waterings.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune to shape and remove dead or diseased branches as needed.
- **Pest and Disease Control:** Monitor for pests like aphids and caterpillars. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Peonia (Paeonia spp.):

- **Watering:** Keep soil consistently moist but not waterlogged. Water deeply but infrequently.
- **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Deadhead spent flowers and prune to remove dead or diseased stems after flowering.
- **Pest and Disease Control:** Watch for pests like powdery mildew and botrytis. Treat as needed.
- **Seasonal Care:** Provide support for heavy blooms. Mulch to protect roots from frost in winter.

Maguey (Agave spp.):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
- **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Fox Tail Agave (Agave attenuata):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
- **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing

temperatures.

Mezcal Agave (Agave americana):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
- **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Maguey Chato (Agave lechuguilla):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
- **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Butterfly Agave (Agave potatorum):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
- **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Maguey Pulquero (Agave salmiana):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
- **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
- **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Blue Agave (Agave tequilana):

- **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to

dry out between waterings.
• **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
• **Pruning:** Minimal pruning required; remove spent flower stalks and dead leaves as needed.
• **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
• **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Biznaga (Mammillaria spp.):
• **Watering:** Allow soil to dry out between waterings. Water sparingly, especially during winter months.
• **Soil and Fertilization:** Well-draining cactus mix. Fertilize sparingly with a lownitrogen fertilizer in spring and summer.
• **Pruning:** Minimal pruning required; remove dead or damaged tissue with sterilized tools.
• **Pest and Disease Control:** Watch for pests like scale insects and mealybugs. Treat with neem oil if necessary.
• **Seasonal Care:** Protect from frost and cold drafts. Keep dry during winter to prevent rot.

Great Desert Spoon (Dasylirion spp.):
• **Watering:** Drought-tolerant once established. Water sparingly, allowing the soil to dry out between waterings.
• **Soil and Fertilization:** Well-draining soil is essential. Fertilize sparingly with a balanced fertilizer in spring.
• **Pruning:** Minimal pruning required; remove dead or damaged leaves as needed.
• **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent rot.
• **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Jasmine Star (Trachelospermum asiaticum):
• **Watering:** Keep soil consistently moist but not waterlogged. Water deeply and regularly, especially during the growing season.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
• **Pruning:** Prune lightly after flowering to maintain shape and remove dead or overgrown branches.
• **Pest and Disease Control:** Monitor for pests like aphids and spider mites. Treat as needed.
• **Seasonal Care:** Protect from frost and cold winds. Maintain a stable temperature and humidity level.

African Lily (Agapanthus spp.):
• **Watering:** Keep soil consistently moist during the growing season. Reduce watering in winter.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
• **Pruning:** Deadhead spent flowers and prune to remove dead or damaged leaves as

needed.
• **Pest and Disease Control:** Watch for pests like aphids and snails. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

White Shrub Bougainvillea (Bougainvillea spectabilis 'Alba'):
• **Watering:** Allow soil to dry out slightly between waterings. Water deeply and infrequently.
• **Soil and Fertilization:** Well-draining soil is essential. Fertilize in spring and summer with a balanced fertilizer.
• **Pruning:** Prune after flowering to maintain shape and remove dead or overgrown branches.
• **Pest and Disease Control:** Monitor for pests like aphids and caterpillars. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Clivia (Clivia spp.):
• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
• **Pruning:** Remove spent flowers and prune to remove dead or yellowing leaves as needed.
• **Pest and Disease Control:** Watch for pests like aphids and mealybugs. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months. Maintain a stable temperature and humidity level.

Mexican Heather (Cuphea hyssopifolia):
• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
• **Pruning:** Prune lightly to maintain shape and remove dead or leggy growth.
• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Lirio Persa (Fritillaria persica):
• **Watering:** Keep soil consistently moist but not waterlogged, especially during the growing season.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring with a balanced fertilizer.
• **Pruning:** Minimal pruning required; remove dead or yellowing leaves as needed.
• **Pest and Disease Control:** Watch for pests like aphids and slugs. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months. Maintain a stable temperature and humidity level.

Kalanchoe de Marnier (Kalanchoe blossfeldiana 'Marnier'):
• **Watering:** Allow soil to dry out between waterings. Water sparingly, especially during the winter months.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring and summer.

• **Pruning:** Deadhead spent flowers and prune to remove dead or leggy growth as needed.
• **Pest and Disease Control:** Watch for pests like aphids and mealybugs. Treat as needed.
• **Seasonal Care:** Protect from frost during the winter months. Avoid overwatering in cooler weather.

Swiss Cheese Plant (Monstera deliciosa):

• **Watering:** Allow soil to dry out slightly between waterings. Water thoroughly, then allow excess water to drain.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize monthly in spring and summer with a balanced fertilizer.
• **Pruning:** Minimal pruning required; remove dead or yellowing leaves as needed.
• **Pest and Disease Control:** Watch for pests like spider mites and scale insects. Treat as needed.
• **Seasonal Care:** Protect from frost and cold drafts. Maintain a stable temperature and humidity level.

Pennisetum Verde (Pennisetum setaceum):

• **Watering:** Tolerant of drought once established. Water sparingly, especially during the winter months.
• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring and summer.
• **Pruning:** Cut back in late winter to early spring to encourage new growth.
• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
• **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Xanadu (Philodendron x 'Xanadu'):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize monthly in spring and summer with a balanced fertilizer.
• **Pruning:** Prune to remove dead or yellowing leaves and maintain desired shape.
• **Pest and Disease Control:** Watch for pests like spider mites and scale insects. Treat as needed.
• **Seasonal Care:** Protect from frost and cold drafts. Maintain a stable temperature and humidity level.

New Zealand Flax (Phormium spp.):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
• **Pruning:** Prune to remove dead or damaged leaves and maintain desired shape.
• **Pest and Disease Control:** Watch for pests like aphids and mealybugs. Treat as needed.
• **Seasonal Care:** Protect from frost and cold winds. Mulch around the base to insulate roots in winter.

Salvia (Salvia spp.):

- **Watering:** Allow soil to dry out between waterings. Water deeply, especially during dry spells.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Deadhead spent flowers and prune to remove leggy growth as needed.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months. Mulch around the base to insulate roots.

Bird of Paradise (Strelitzia reginae):

- **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
- **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize monthly in spring and summer with a balanced fertilizer.
- **Pruning:** Remove dead or damaged leaves and flowers as needed.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost and cold winds. Maintain a stable temperature and humidity level.

San Nicolas (Cuphea spp.):

- **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
- **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
- **Pruning:** Prune lightly to maintain shape and remove dead or leggy growth.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Vitex (Vitex spp.):

- **Watering:** Tolerant of drought once established. Water sparingly, especially during the winter months.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune in late winter to early spring to remove dead or damaged branches and encourage new growth.
- **Pest and Disease Control:** Watch for pests like aphids and scale insects. Treat as needed.
- **Seasonal Care:** Tolerant of frost but may require protection from prolonged freezing temperatures.

Conchita (Cordia parvifolia):

- **Watering:** Moderate watering, allowing the soil to dry out slightly between waterings.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.
- **Pruning:** Prune to remove dead or diseased branches and maintain shape.
- **Pest and Disease Control:** Watch for pests like aphids and caterpillars. Treat as needed.

- **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Lechilla Commercial (Calliandra haematocephala):

- **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
- **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
- **Pruning:** Prune lightly to maintain shape and remove dead or leggy growth.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Trailing Lantana (Lantana montevidensis):

- **Watering:** Allow soil to dry out between waterings. Water sparingly, especially during the winter months.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring and summer.
- **Pruning:** Prune to maintain shape and encourage bushier growth.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months. Mulch around the base to insulate roots.

Yellow Trailing Lantana (Lantana depressa):

- **Watering:** Allow soil to dry out between waterings. Water sparingly, especially during the winter months.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring and summer.
- **Pruning:** Prune to maintain shape and encourage bushier growth.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months. Mulch around the base to insulate roots.

Purple Spiderwort (Tradescantia pallida):

- **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.
- **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.
- **Pruning:** Prune to remove dead or leggy growth and maintain shape.
- **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.
- **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Three Awn (Aristida spp.):

- **Watering:** Tolerant of drought once established. Water sparingly, especially during the winter months.
- **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring and summer.
- **Pruning:** Minimal pruning required; remove dead or damaged growth as needed.
- **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent fungal issues.

• **Seasonal Care:** Tolerant of frost and drought but may require protection from extreme conditions.

Zacate Navajita (Bouteloua gracilis):

• **Watering:** Tolerant of drought once established. Water sparingly, especially during the winter months.

• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a lownitrogen fertilizer in spring.

• **Pruning:** Minimal pruning required; remove dead or damaged growth as needed.

• **Pest and Disease Control:** Generally pest and disease resistant. Ensure good airflow to prevent fungal issues.

• **Seasonal Care:** Tolerant of frost and drought but may require protection from extreme conditions.

San Nicolas (Cuphea spp.):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.

• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.

• **Pruning:** Prune lightly to maintain shape and remove dead or leggy growth.

• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.

• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Sangregado (Euphorbia spp.):

• **Watering:** Allow soil to dry out between waterings. Water sparingly, especially during the winter months.

• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize sparingly with a balanced fertilizer in spring.

• **Pruning:** Minimal pruning required; remove dead or damaged growth as needed.

• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.

• **Seasonal Care:** Tolerant of drought and frost but may require protection from extreme conditions.

False Peanut (Arachis pintoi):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.

• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.

• **Pruning:** Minimal pruning required; remove dead or leggy growth as needed.

• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.

• **Seasonal Care:** Tolerant of frost during the winter months, especially young plants.

Creeping Wedelia (Sphagneticola trilobata):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.

• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.

• **Pruning:** Prune to maintain shape and remove overgrown or leggy growth.

• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as

needed.

• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Trailing Tradescantia (Tradescantia fluminensis):

• **Watering:** Keep soil consistently moist but not waterlogged. Water regularly, especially during the growing season.

• **Soil and Fertilization:** Well-draining soil with organic matter. Fertilize in spring and summer with a balanced fertilizer.

• **Pruning:** Prune to maintain shape and remove overgrown or leggy growth.

• **Pest and Disease Control:** Watch for pests like aphids and spider mites. Treat as needed.

• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

Conchita (Cordia parvifolia):

• **Watering:** Moderate watering, allowing the soil to dry out slightly between waterings.

• **Soil and Fertilization:** Well-draining soil is preferred. Fertilize in spring with a balanced fertilizer.

• **Pruning:** Prune to remove dead or diseased branches and maintain shape.

• **Pest and Disease Control:** Watch for pests like aphids and caterpillars. Treat as needed.

• **Seasonal Care:** Protect from frost during the winter months, especially young plants.

EXHIBIT 2
APPROVED PESTICIDES

*** List of Approved Pesticides by US Government***

TARGET PEST(S)	PESTICIDE	PRODUCTS*	BRIEF USE INSTRUCTIONS
Ants	Indoors, use bait gel. If the bait preference of the ants, protein & sweet bait can be purchased.	Advion Ant Gel w/ 0.05% Indoxacarb (Syngenta)	Apply directly into cracks and crevices in dollops in aggregation areas. Do not use liquid pesticides in conjunction with bait.
		Maxforce Ant Bait Station[1] w/ fipronil (Bayer) MSDS Label	
		Almost any bait gel or bait station will likely be acceptable. Submit label to SHEM for review.	
	Outdoors, apply a liquid containing directly on nests and/or around building exterior	Demand CS w/ Lambda-cyhalothrin (Control Solutions) MSDS Label	Follow mixing and dilution rate instructions on label.
		Termidor SC or WP (BASF) w/ fipronil MSDS Label	
Cockroaches	Indoors apply bait gel in cracks and crevices and small dollops in areas of cockroach activity. Apply directly in aggregation areas. Syringe injector may be needed.	Various including Siege PBS (pressurized bait system w/ hydramethylon (American Cyanamid)	Apply directly into cracks and crevices in dollops in aggregation areas.
		Advion Cockroach Gel (w/ 0.6% Indoxacarb (Syngenta)	
		Various including Maxforce Roach Killer Bait Gel[1] w/ fipronil (Bayer) MSDS Label	
Cockroaches and some stored product pests	Insect growth regulator prevents maturation. Often used with cockroach baits and stimulates feeding.	Gentrol Point Source –with hydroprene (Zoecon/Wellmark) MSDS Label	Press to activate. Place in areas of pest activity away from child access. Use at least 1 /75 ft^2 of area. Replace every 3 months.
Fleas	Aerosol, "bomb", liquid sprays containing a pyrethrin/ pyrethroid and an insect growth regulator such as methoprene or pyriproxyfen.	Various – label should indicate that product kills emerging fleas and is effective for several months.	Follow label instructions. Note that some "bomb" type products are potentially flammable – ignition sources must be extinguished prior to treatment.

Indoor Crawling Insects (e.g., roaches, ants, spiders, silverfish) NOT fleas!	Liquid insecticide spray containing 0.015-0.030% lambda cyhalothrin or 0.1% cyfluthrin. Apply to **exterior** perimeter foundation and outdoor surfaces such as porches, patios, garages. For indoor spot and crack and crevice application on rare occasions when bait gels and exterior treatment are not effective, apply where pests congregate or have been seen. Consult label on specific pests.	Tempo SC Ultra - 24.3% cyfluthrin, liquid concentrate (Bayer) MSDS Label	Mix in water for 0.05% finished concentration. For heavy infestations, mix 0.1% finished concentration.
		Demand CS with Lambda-cyhalothrin (Control Solutions) MSDS Label	Follow mixing and dilution rate instructions on label. Typical dilution is 1 tablet per gallon of water.
	Ready-to-use, weather/ moisture resistant bait. Can be applied to exterior perimeter areas or indoors.	Niban Fine Granular – 5% orthoboric acid (Nisus Corp)	Apply only in areas inaccessible to children & pets. Apply liberally to cracks & crevices. Avoid contamination of food.
Mosquitoes, outdoors	Larvicide 10% containing *Bacillus thuringiensis berliner var israelensis* (bti) added to standing water for sustained release of larvicide	Various including: Bactimos Briquets – 10% bti MSDS Label	Briquets release bti for a period of 30 days or longer. Break into bits for small containers of water such as potted plant saucers.
	Liquid insecticide spray containing 0.015-0.030% lambda cyhalothrin. Apply **outdoors** as residual spray for on surfaces where adult mosquitoes congregate and the property perimeter.	Demand CSwith Lambda-cyhalothrin (Control Solutions) MSDS Label	Follow mixing and dilution rate instructions on label.
Weeds, grasses and other plants	Non-selective herbicide (i.e., kills all vegetation) liquid containing glyphosate. Spray applied.	Roundup Pro - 41% glyphosate, water soluble liquid (Monsanto) MSDS Label	For both Roundup products (liquid and dry pack) mix with water in accordance with label instructions for selected vegetation to be controlled.
		Roundup Dry Pack - 0.96% glyphosate (Monsanto) or generic versions	
Weeds	Selective herbicide (kills certain plants such as broadleaf weeds and brush while leaving desirable grasses) containing dichloro-phenoxyacetic acid (2,4 –D)	2,4 –D dichloro-phenoxyacetic acid emulsifiable liquid MSDS Label	Mix 2,4-D with water in accordance with label instructions for selected weeds and other vegetation to be killed.
Rodents: rats and mice, domestic	Single dose anticoagulant bait containing - 0.005% bromadiolone or brodifacoum in small paraffin blocks. Use up baits in	Contrac Blox - 0.005% bromadiolone. Single dose anticoagulant bait in 1 oz blocks MSDS Label	Place bait in bait station. Ensure bait station can not be moved. **Rats:** place bait stations at intervals of 15 to 30 feet.. Maintain an uninterrupted supply of fresh

	pellet form and use only in tamper proof bait stations (ordered separately). Note: Use of bait indoors is not recommended for controlling rats (use traps instead).	Weather Blok XT - 0.005% brodifacoum. (Syngenta)	bait for 10 days or until signs of rat activity cease. **Mice:** apply ¼ to ½ ounce of bait at intervals of 8 to 12 feet per placement. Up to 2 ounces may be required for high mouse activity. Maintain uninterrupted supply of fresh bait for 15 days or until signs of mouse activity cease.
Wood-Destroying Organisms – Termites (subterranean and drywood) powderpost beetles, and carpenter ants, etc.	Liquid borate products can be as a pre-treatment of indoor wood surfaces to prevent infestations. Apply to raw wood preferably prior to installation.	**BORA-CARE -disodium octaborate tetrahydrate** (Nisus Corp)	Mix with water and apply by brush or spray injection to bare wood or to wood surfaces without a water- repellent barrier.
		Tim-BOR - disodium octaborate tetrahydrate (Nisus Corp)	
Termites, subterranean	Liquid termiticide containing 0.06% fipronil or 0.05% imidacloprid outdoors in the soil around the building by injection and/or trenching to create a termite resistant barrier for several years. Powder pack concentrate may be easier to ship, but each makes a minimum batch of 25 gallons. Liquids in tip-and-measure containers can make are more practical for smaller needs.	Termidor 80 WG 80% fipronil (BASF) MSDS Label	Mix 1 packet per 25 gallons of water for a 0.06% finished concentration for typical situations. Apply 4 gallons per 10 linear feet of building perimeter. Follow label.
		Termidor SC 9.1% fipronil (BASF) MSDS Label	Mix 0.8 oz per gal water or 78 oz per 100 gal. Tip and measure container can mix as little as 1 gallon for spot treatments.
		Premise 75 75% Imidacloprid (Bayer)	Typically, mix 1 packet per 25 gallons of water for a 0.05% finished concentration. Apply 4 gallons/10 linear feet of perimeter.
		Premise SC 2 21.4% Imidacloprid MSDS Label	Mix 8-16 oz per gallon of water.
	Termite baiting systems are only authorized when there is a local certified contractor to confirm that the bait is effective on the type of termite and to monitor and service the stations.	Various including Sentricon w/ Recruit - 0.5% Hexaflumuron (Dow Elanco)	Available only thru DowAgro-authorized pest control professionals. Posts must contract for this service and continue monitoring for a minimum of 2 years.
Termites, drywood and other wood	Liquid termiticide containing 0.06% fipronil or 0.05% imidacloprid for indoor treatment	Termidor 80 WG 80% fipronil (BASF) MSDS Label	Mix 1 packet per 25 gallons of water for a 0.06% finished concentration.

infesting insects such as beetles and carpenter ants	of small areas of wood-infesting insects, e.g. drywood termites. Apply by brushing or spraying the diluted spray evenly on wood surfaces or preferably injecting the liquid into wood. Powder packs concentrate may be easier to ship, but each makes a minimum batch of 25 gallons. Liquids in tip-and-measure containers can make are more practical for smaller needs that are more typical of drywood termite problems.	Termidor SC 9.1% fipronil (BASF) MSDS Label	Mix 0.8 oz per gal water or 78 oz per 100 gal. Tip and measure container can be used to mix as little as 1 gallon for spot treatments.
		Premise 75 75% Imidacloprid (Bayer)	Mix 1 packet per 25 gallons of water. Apply as foam to voids & galleries & between sill plate and foundation &/or by drilling & injecting
		Premise SC 2 21.4% Imidacloprid (Bayer)	Mix 8-16 oz per gallon of water
		Tempo 2 EC/SC Ultra - 24.3% cyfluthrin, liquid concentrate (Bayer) MSDS Label	Use a 0.1% dilution of Tempo 2. Mix 16 ml of Tempo 2 in 1 gal. of water. Detailed instructions are covered on the label.

EXHIBIT 3
PERSONAL PROTECTIVE EQUIPMENT (PPE)

*** List of PPE Required on Site ***

Minimum Personal Protective Equipment, to be provided by the Contractor:

- Leather gloves
- Utility (general purpose) gloves
- Boots, hard-cap toes, composite cap
- Safety eyewear (glasses, transparent). ANSI Z87.1
- Safety eyewear (sunglasses, black). ANSI Z87.1
- Ear protection (insertion type)
- Long sleeve shirt and pants (no shorts)

EXHIBIT 4 -CONTRACTOR ORIENTATION PACKET

Minimum Requirements for Work Inside U.S. Government Facilities

1. Purpose

This packet provides general contractors and subcontractors with the minimum safety, health, environmental, and administrative requirements needed to begin work inside a U.S. Government facility. It outlines expectations for conduct, compliance, documentation, and coordination with government personnel.

2. Contractor Responsibilities

Contractors are responsible for ensuring that all employees, subcontractors, and visitors are under their control:

- Follow all federal, state, and local regulations.
- Comply with OSHA standards and agency-specific safety programs.
- Maintain a safe, clean, and environmentally responsible worksite.
- Report hazards, incidents, and unsafe conditions immediately.
- Protect government personnel, property, and mission continuity.

Failure to comply may result in work stoppage, removal from the site, or contract termination.

3. Required Documentation Before Work Begins

Contractors must submit the following documents for review and approval:

- **Contractor Safety Plan** describing hazard controls, PPE, emergency procedures, and supervision.
- **Job Hazard Analysis (JHA) / Activity Hazard Analysis (AHA)** for each task. When applicable.
- **Environmental Management Plan** if work involves chemicals, waste, emissions, or ground disturbance.
- **Training records** for all workers (fall protection, LOTO, electrical safety, confined space, etc.). When applicable.

- **Insurance certificates** (general liability, workers' compensation, IMSS proof insurance or private insurance policy).
- **Subcontractor list** with confirmation that all subs meet the same requirements. When applicable.
- **Emergency contact list** for contractor leadership and competent people.

No work may begin until all documents are approved.

4. Security and Access Requirements

All contractor personnel must comply with facility security protocols:

- **Background checks and badging** are required for all workers.
- **Escort requirements** may apply depending on facility classification.
- **Tools, equipment, and vehicles** are subject to inspection at any time.
- **Prohibited items** (weapons, alcohol, drugs, drones, cameras, etc.) are not allowed on site.
- **Work areas must remain within approved boundaries**; unauthorized access is prohibited.

Contractors must ensure all personnel understand and follow these rules daily.

5. Safety Requirements

Contractors must maintain compliance with OSHA and federal agency safety programs at all times.

Minimum Safety Expectations

- A **Competent Person** must be present for high-risk activities (excavation, electrical, fall protection, scaffolding, etc.).
- **Daily safety briefings** and toolbox talks are required.
- **PPE must be worn** according to the approved JHA.
- **Lockout/Tagout (LOTO)** must be coordinated with facility management.
- **Fall protection** is required at heights per OSHA standards.

- **Housekeeping** must be maintained to prevent slips, trips, and fire hazards.
- **Hot work permits**, **confined space permits**, **working at heights** and **excavation permits** must be obtained before starting those activities.

Incident Reporting

Contractors must immediately report:

- Injuries or illnesses
- Near misses
- Fires, spills, or property damage
- Unsafe conditions or behaviors

The government may stop work at any time if unsafe conditions exist.

6. Environmental Protection Requirements

Contractors must protect the environment and prevent contamination.

Environmental Controls

- Proper storage, labeling, and disposal of hazardous materials.
- Spill prevention and immediate spill reporting.
- Dust, noise, and emissions control.
- Waste segregation and recycling when required.
- Protection of storm drains, waterways, and soil during exterior work.

Special Materials

Work involving asbestos, lead, mold, or other hazardous materials requires:

- Certified personnel
- Agency approval
- Strict containment and disposal procedures

7. Worksite Conduct and Expectations

Contractor personnel must:

- Follow all posted signs, barricades, and restricted areas.
- Always maintain professional behavior.
- Keep work areas clean and organized.
- Protect government property and infrastructure.
- Coordinate utility shutdowns, penetrations, and system tie-ins with facility management.
- Avoid disruptions to government operations, personnel, and visitors.

Smoking is only allowed in designated areas.

8. Communication and Coordination

Contractors must maintain open communication with the government representative (COR, Facility Manager, Building Engineer Supervisor or Project Manager).

Daily Coordination

- Provide daily/weekly updates on progress and issues.
- Notify the government before starting or stopping work.
- Request approval for changes in scope, schedule, or methods.
- Ensure subcontractors receive all relevant information.

Emergency Procedures

Contractors must know:

- Evacuation routes
- Assembly points
- Emergency contacts
- Alarm signals and shelter-in-place procedures

9. Project Close-Out Requirements

At the end of the project, contractors must:

- Remove all waste, equipment, and temporary structures.

- Submit waste manifests, incident logs, and environmental documentation.
- Provide as-built drawings, O&M manuals, and warranties if required.
- Participate in a final inspection and correct deficiencies.
- Return badges and access credentials.

10. Acknowledgment of Requirements

All contractor personnel must sign an acknowledgment stating they:

- Have received this orientation packet
- Understand the requirements
- Agree to comply with all safety, health, environmental, and security rules

Contractor Quick Reference Sheet (*these 2 sheets to be printed, signed and return to Contracting Officer Representative).*

Minimum Requirements for Work Inside U.S. Government Facilities

1. Before Arrival

- Submit required documents: safety plan, JHAs/AHAs, environmental plan, training records, insurance, subcontractor list.
- Ensure all personnel have completed background checks and are eligible for facility access.
- Bring only approved tools, equipment, and materials; all are subject to inspection.

2. Security Rules

- Badges must be always worn and visible.
- Stay within authorized work areas; no unescorted movement in restricted zones.
- Prohibited items include weapons, alcohol, drugs, drones, and unauthorized cameras.
- Vehicles may be searched at entry and exit.

3. Safety Requirements

- Follow OSHA standards and all facility safety policies.
- A Competent Person must oversee high-risk work (electrical, fall protection, excavation, scaffolding).
- Wear required PPE as defined in the approved JHA.
- Conduct daily safety briefings/toolbox talks.
- Obtain permits for hot work, confined space entry, LOTO, and excavation.
- Stop work and notify the government immediately if unsafe conditions arise.

4. Environmental Requirements

- Store, label, and dispose of chemicals and waste properly.
- Prevent spills; report any spill immediately.
- Control dust, noise, and emissions.
- Use certified personnel for asbestos, lead, mold, or other hazardous materials.

5. Worksite Conduct

- Maintain clean, orderly work areas.
- Protect government property and infrastructure.
- Coordinate utility shutdowns, penetrations, and system tie-ins with facility management.
- Follow posted signs, barricades, and traffic patterns.
- Smoking and open flames only in designated areas.

6. Communication & Reporting

- Provide daily updates to the government representative.
- Report injuries, near misses, fires, spills, or property damage immediately.
- Know emergency exits, alarms, and assembly points.

7. Project Close-Out

- Remove all waste, equipment, and temporary structures.
- Submit required close-out documents (waste manifests, incident logs, as-builts, O&M manuals).
- Return badges and access credentials.

Name: General Contractor	Name: CO / COR USG Consulate General Guadalajara