American Embassy San Salvador

May 27, 2026

Dear Prospective Offeror:
Subject: Request for Proposals reference 19ES6026R0204

Enclosed is a Request for proposals (RFP) for Garden Maintenance Service for the American Embassy San Salvador Compound. If you would like to submit a proposal, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it in PDF format to CotoAB@state.gov, with the Standard Form that follows this letter.

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

The Embassy intends to conduct a mandatory pre-proposal conference at the site, The pre-proposal conference will be held on June 11, 2026 at 9.30am (local time) at the American Embassy San Salvador Compound: Boulevard Santa Elena, Antiguo Cuscatlan, La Libertad, El Salvador. Prospective offerors should contact Beatriz Coto through email at CotoAB@state.gov by COB June 04 for additional information and to arrange entry to the building.

Direct any questions regarding this solicitation, following the site visit, in writing no later than close of business on June 23, 2026. Submit questions to Sadie Thimsen, Contracting Officer, a/o Beatriz Coto, Contracting Specialist, via email at CotoAB@state.gov. The deadline for receipt proposals is 4:00pm local time, on July 24, 2026. No proposals will be accepted after this time. Proposals must be submitted in English, and incomplete proposals will be disqualified.

Your proposal must be submitted electronically to CotoAB@state.gov in Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

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

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

Sincerely,

Sadie Thimsen
Contracting Officer

Enclosure:

Section A – Model Contract

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 3 | 52

2. CONTRACT (Proc. Inst. Ident.) NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	19ES6026R0204	[ ] SEALED BID (IFB) [x] NEGOTIATED (RFP)	05/27/2026	PR15850175

7. ISSUED BY	8. ADDRESS OFFER TO (If other than item 7)
American Embassy San Salvador Boulevard Santa Elena, Antiguo Cuscatlan, la Libertad, El Salvador	ThimsenSL@state.gov CotoAB@state.gov

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

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified, in the depository located in the Embassy Compound until **4.00pm** local time **on July 24, 2026 .**

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section k. Provision No. 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME:	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
GSO/Procurement	Ana Beatriz Coto	50325012808	CotoAB@state.gov

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OFFER (Must be fully completed by offeror)

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

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

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

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

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

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

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTRATION BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER *(Type or print)* Sadie Thimsen	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (REV 9-97)
Prescribed by GSA

Section B – Supplies or Services and Prices/Costs

B.1 Scope of Services

The Contractor shall provide garden maintenance service for the American Embassy San Salvador and two official residences (CMR and DCMR).

B.2 Type of Contract

This is a fixed price contract with economic price adjustment for standard routine services.

B.3 Type of Services

a) Standard Routine Services. The Contractor shall provide standard routine garden maintenance service as specified in Section C for properties in Exhibit A.

b) Due to ongoing constructions activities within the U.S. Embassy compound, the original scope of work will require modifications to align with the facility's updated operational and infrastructure demands. These revisions will be necessary to ensure that the resulting contract provides adequate support for mission-critical functions throughout the construction phase and upon completion of the contract.

James Zadroga 9/11 victims health and compensation act of 2010 notice: unless a waiver or exception applies, payments subsequent to this procurement are subject to an excise tax of 2% persuant to 26 u.s.c. 5000c.

B.4 Pricing

(a) The Government will pay the Contractor a fixed price per month for Standard Routine Services that have been satisfactorily performed.

(b) The Contractor shall perform garden maintenance service, including furnishing all labor, material, equipment and services, for the American Embassy San Salvador and two official residences (CMR and DCMR). The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead and profit.

(c) The cost of Workers' Compensation War-Hazard Insurance Overseas (See Section H, FAR 52.228-4) is not reimbursable and shall be included in the Contractor's rates.

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

(e) Value Added Tax. The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on Invoices as the U.S. Embassy has a tax exemption certificate with the host government.

B.5 Base Year Prices

CLIN 0001	Base Year Firm-Fixed Price for Standard Routine Services for this Contract – NAICS Code 561730 Garden Maintenance Service	
SubCLIN 1	Price per Month* x 12 months	**Price per Year
CLIN 0001	Base Year Total	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

B.6 First Option Year Prices

CLIN 1001	Option Year 1 Firm-Fixed Price for Standard Routine Services for this Contract – NAICS Code 561730 Garden Maintenance Service	
SubCLIN 1	Price per Month* x 12 months	**Price per Year
CLIN 1001	Option Year 1 Total	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

B.7 Second Option Year Prices

CLIN 2001	Option Year 2 Firm-Fixed Price for Standard Routine Services for this Contract – NAICS Code 561730 Garden Maintenance Service	
SubCLIN 1	Price per Month* x 12 months	**Price per Year
CLIN 2001	Option Year 2 Total	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

B.8 Third Option Year Prices

CLIN 3001	Option Year 3 Firm-Fixed Price for Standard Routine Services for this Contract – NAICS Code 561730 Garden Maintenance Service	
SubCLIN 1	Price per Month* x 12 months	**Price per Year
CLIN 3001	Option Year 3 Total	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

B.9 Fourth Option Year Prices

CLIN 4001	Option Year 4 Firm-Fixed Price for Standard Routine Services for this Contract – NAICS Code 561730 Garden Maintenance Service	
SubCLIN 1	Price per Month* x 12 months	**Price per Year
CLIN 4001	Option Year 4 Total	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

Offerors are encouraged to complete the pricing table B.10 52.217-8 Option to Extend Services (6-months). The cost information provided will be used for price evaluation purposes ONLY. The Government will consider Offerors' price proposal incomplete and no further consideration will be given to offerors that fail to provide cost information in table B.10

B.10 52.217-8 Option to Extend Services (6-months) Prices

CLIN 5001	Option Year 5 Firm-Fixed Price for Standard Routine Services for this Contract – NAICS Code 561730 Garden Maintenance Service	
SubCLIN 1	Price per Month* x 12 months	**Price per Year
CLIN 5001	Option to Extend Services (6-months) Total	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

B.11 Grand Total of Base plus All Option Years

CLIN 0001 Base Year	*
CLIN 1001 First Option Year	*
CLIN 2001 Second Option Year	*
CLIN 3001 Third Option Year	*
CLIN 4001 Fourth Option Year	*
CLIN 5001 52.217-8 Option to Extend Services (6-months)	
Grand Total – Base plus All Options	**

***[Offeror: Insert price]**
****[Offeror: Insert total price]**

Section C – Description/Specifications/Work Statement

C.1 Performance Work Statement (PWS)

Work Requirements

C.1.1 General. This is a fixed-price contract for garden maintenance service for real property owned or managed by the U.S. Government at the American Embassy San Salvador. The Contractor shall perform garden maintenance service in all designated spaces.

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

C.2 Definitions

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

"CMR" means the official residence of the Chief of Mission/Ambassador

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

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

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

"General Instructions" mean those instructions, directives and guidelines that apply to all gardening personnel.

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

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

C.3 General Requirements

Maintenance and appearance of the grass, shrubbery, garden areas, trees, flowers and flower pots outside compound and all related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Contractor's work shall be measured by the appearance of the landscape covered by this

contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in Section I, Exhibit A. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all 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.

C.4 Management and Supervision

C.4.1 Supervision/Project Manager. 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 double as a Project Manager and 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 and project manager as his or her sole function.

C.4.2 The Contractor shall maintain 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. Standard routine services shall be delivered between the hours of 06:00hrs and 16:00hrs, Monday through Friday. Any modification on the schedule shall be coordinated with the COR.

C.4.3 The Contractor shall be responsible for quality control. The Contractor shall develop a Contractor-Quality Control Management Plan (C-QCMP) and utilize the plan to perform inspection visits to the work site on a regular basis as it relates to the work statement. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract.

C.4.4 Technical Guidance. The Contractor shall have the services of a trained horticulturist with experience in the climate and soil conditions found locally to give technical guidance to the Contractor's work force and to develop and guide the Contractor's programs for lawn and tree care.

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

C.5 Lawn Care

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

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

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

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

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

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

C.6 Pruning

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

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

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

- direct and encourage plant growth in directions desired,
- remove dead and unsightly growth, and
- maintain a neat and attractive appearance.

The Contractor shall prune according to the schedule in the Grounds Maintenance Plan to ensure that all heavy pruning is accomplished during the proper season according to best horticultural practice. The Contractor shall prune all hedges and shaped shrubs to maintain proper shape at all times.

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

C.7 Leaf Removal

The Contractor shall, on a monthly basis, remove leaves and pine needles from the properties listed in Exhibit A and on a weekly basis.

C.8 Recycled Materials

The Contractor shall promote recycled uses for lawn and tree debris in meeting other gardening needs, such as mulch and compost.

C.9 Removal of Debris

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

C.10 Watering

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

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

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

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

C.11 Fertilizer

C.11.1 The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.

C.11.2 The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan. The fertilizer type shall be approved by the COR.

C.11.3 The Contractor shall fertilize the lawn areas a minimum of two times per year.

C.11.4 The Contractor shall apply weed killer once a year. If weed killer is not required, the Contractor shall request a waiver in writing from the COR. The type of weed killer shall be approved by the COR.

C.11.5 The Contractor shall fertilize trees, shrubs, bushes, hedges and plants a minimum of once a year.

C.12 Pest and Disease Control

The Contractor shall maintain a program for controlling pests and plant disease so as to maintain flowers, shrubs, vines, trees and other planted areas in a healthy and vigorous condition. The Contractor shall obtain approval of the COR for all pesticides.

C.12.1 The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan.

C.13 Hazardous and Toxic Substances

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

C.14 Sand volleyball court tilling

The Contractor shall till the sand contained in the volleyball court twice a week: Tuesdays and Fridays, unless indicated by the COR. Sand shall be left loosened and leveled; the grass around must be trimmed in a manner to not obstruct the limits of the court. Court shall be free of ants or any insect.

Section D – Inspection and Acceptance

D.1 52.252-2 Clauses Incorporated By Reference (Feb 1998)

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

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

The Following Federal Acquisition Regulations (FAR) Clauses are Incorporated by Reference:

Clause	Title And Date
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-9	Updates of Information Regarding Responsibility Matters (Oct 2018)
52.246-4	Inspection of Services – Fixed – Price (Aug 1996)

D.2 Applicability of Inspection Clauses

FAR Clause 52.246-4, Inspection of Services – Fixed – Price, applies to services provided under Standard Routine Services.

D.3 Quality Assurance and Surveillance Plan (QASP)

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

Performance Objective	Scope of Work	Performance Threshold
Services. Performs all garden maintenance service set forth in the Performance Work Statement (PWS)	C.1. thru C.14.	All required services are performed and no more than one (1) customer complaint is received per month.

D.3.1 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.

D.3.2 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 52.246-4, Inspection of Services – Fixed Price (Aug 1996), if any of the services exceed the standard.

D.3.3 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 may require updating the Contractor-Quality Control management Plan to prevent repeat complaints.

Section E – Deliveries or Performance

E.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

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

The following FAR clauses are incorporated by reference:

Clause	Title and Date
52.242-15	Stop – Work Order (AUG 1989)*
52.242-17	Government Delay of Work (APR 1984)

E.2 Period of Performance

The performance period of this contract is from December 01, 2026 and continuing for 12 months, with four one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

E.3 Delivery Schedule

The following items shall be delivered under this contract.

DELIVERABLE	DUE DATE
Contractor-Quality Control Management Plan	With Proposal and update as needed
Ground Maintenance Plan (C.4.5 & C.6.2)	10 days after date of contract award
Pruning Schedule (C.6.2)	10 days after date of contract award
Names, biographic data, police clearance of contractor personnel (H.1)	10 days after date of contract award
Certificate of Insurance (H.5)	10 days after date of contract award
Transition Plan (H.6)	10 days after date of contract award
Payment request	monthly

Section F – Contract Administration Data

F.1 Monitoring of the Contractor

F.1.1 652.242-70 Contracting Officer's Representative (COR) (Aug 1999)

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

(b) The COR for this contract is the Facilities Engineer.

F.1.2 Duties.

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

F.2 Submission of Invoices

The Contractor shall submit invoices in PDF format via email to: SanSalvadorFMO-DBO@state.gov. The email subject line must include the vendor's name and the corresponding Contract Reference. The Contractor's invoice shall include the CLIN (0001, 1001, 2001, 3001, OR 4001) for period of performance and the SubCLIN for the services provided. Upon receipt, the Financial Department will acknowledge the email. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e)

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:

F.2.1 Value added Tax (VAT)

The Government will not reimburse the Contractor for VAT under this contract. The Contractor shall not include a line for VAT on invoices as the U.S. Embassy has a tax exemption certificate with the host government.

Section G – Special Contract Requirements

G.1 Security

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

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

G.2 Standards of Conduct

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

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

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

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

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

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

(f) Key Control. The Contractor shall receive, secure, 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.

G.3 Personnel Health Requirements

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

G.4 Lawful Operation, Permits and Indemnification

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

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

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

General Liability

Bodily Injury, on or off the site, stated in US Dollars:

Per Occurrence	$500.00
Cumulative	$3,000.00

Property Damage, on or off the site, stated in US Dollars:

Per Occurrence	$1,000.00
Cumulative	$6,000.00

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

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

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

(a) Any property of the Contractor,
(b) Its officers,
(c) Agents,
(d) Servants,
(e) Employees, or
(f) Any other person,

arising from, and incidental to, the Contractor's performance of this contract.

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

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

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

G.5 Certificate of Insurance

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

G.6 Transition Plan

Within 10 days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for services defined in Section C and the Exhibits in Section I of this contract. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

G.7 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 tro delay the timely performance of this contract.

G.8 Personnel Security

G.8.1 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 approximately 30 calendar days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number (DUI)
RSO form duly filled and signed
Police certificate (Solvencia Policial)
Judicial certificate (Solvencia de Antecedentes Penales)

G.8.2 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.

Section H – Contract Clauses

H.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

The following FAR clauses are incorporated by reference:

Clauses	Title and Date
52.202-1	Definitions (Jun 2020)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant against Contingent Fees (May 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)
52.203-7	Anti-Kickback procedures (Jun 2020)
52.203-12	Limitation and Payments to influence certain federal transactions (Jun 2020)
52.203-13	Contractor code of Business Ethics (Jun 2020)
52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
52.204-4	Printed or copied double-sided postconsumer fiber content paper (May 2011)
52.204-9	Personal Identity verification of contractor personnel (Jan 2011)

52.204-10 Reporting Executive Compensation and first-tier Subcontract awards (Jun 2020)
52.204-13 System for award management maintenance (Oct 2018)
52.204-18 Commercial and Government entity code maintenance (Aug 2020)
52.204-19 Incorporation by reference of presentations and certifications (Dec 2014)
52.204-23 Prohibition on contracting for hardware, software, and services developed or provided by Kaspersky Lab and other covered entities (Dec 2023)
52.204-25 Prohibition on contracting for certain telecommunication and video surveillance services or equipment (Nov 2021)
52.204-27 Prohibition on a bytedance covered application (Jun 2023)
52.209-6 Protecting the Government interest when subcontracting with contractors debarred, suspended, or proposed for debarment (Jan 2025)
52.209-9 Updates of publicly available information regarding responsibility matters (Oct 2018)
52.215-2 Audit and Records – Negotiation (Jun 2020)
52.215-8 Order of precedence – Uniform contract format (Oct 1997)
52.215-11 Price reduction for defective certified cost or pricing data – Modifications (Jun 2020)
52.215-13 Subcontractor certified cost of pricing data – modifications (Jun 2020)
52.215-21 Requirements for cost of pricing data or information other than Cost or pricing data modifications (Nov 2021)
52.222-19 Child Labor – Cooperation with Authorities and Remedies (Jan 2025)
52.222-50 Combating Trafficking in Persons (Oct 2025)
52.225-5 Trade Agreements (Nov 2023)
52.225-13 Restrictions on certain foreign procurements (Feb 2021)
52.225-14 inconsistency between English version and translation of contract (Feb 2000)
52.226-8 Encouraging Contractor policies to ban text messaging while driving (May 2024)
52.228-3 Worker's compensation insurance (Defense Base Act) (Jul 2014)
52.228-5 Insurance – Work on a Government installation (Jan 1997)
52.229-6 Taxes – foreign fixed – price contracts (Feb 2013)
52.232-1 Payments (Apr 1984)
52.232-8 Discounts for Prompt payment (Feb 2002)
52.232-11 Extras (Apr 1984)
52.232-17 Interest (May 2014)
52.232-18 Availability of funds (Apr 1984)
52.232-22 Limitations of funds (Apr 1984)
52.232-24 Prohibition of assignment of claims (May 2014)
52.232-25 Prompt Payment (Jan 2017)
52.232-32 Performance – based payments (Apr 2012)
52.232-33 Payment by electronic funds – transfer – System for award management (Oct 2018)
52.232-34 Payment by EFT – other than SAM (July 2013)
52.233-1 Disputes (May 2014) – Alternate I (Dec 1991)
52.233-3 Protest after award (Aug 1996)

52.233-4 Applicable law for brach of contract claim (Oct 2004)
52.237-2 protection of Government buildings, equipment, and vegetation (Apr 1984)
52.237-3 Continuity of Services (Jan 1991)
52.242-13 Bankruptcy (July 1995)
52.243-1 Changes – fixed – price (Aug 1987) – Alternate I & II (Apr 1984)
52.245-2 Government property installation operation services (Apr 2012)
52.245-9 Use and charges (Apr 2012)
52.246-25 Limitation of Liability – Services (Feb 1997)
52.246-26 Reporting nonforming items (Jun 2020)
52.248-1 Value Engineering (Jun 2020)
52.249-2 Termination for Convenience of the Government (Fixed – Price) (Apr 2012)
52.249-4 Termination for Convenience of the Government (Services) (short form) (Apr 1984)
52.249-8 Default (fixed – price supply and service) (Apr 1984)
52.253-1 Computer generated forms (Jan 1991)

The following FAR clauses are provided in full text:

52.217-8 Option to extend services (Nov 1999)

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

(End of clause)

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 5 years.

(End of clause)

52.229-12 Tax of certain foreign procurements – notice and representation (Feb 2021)

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

(c)

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

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

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

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

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

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(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.

(End of clause)

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)

652.215-70 Examination of Records

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

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

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

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

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

(End of clause)

652.225-71 Section 8(A) of the Export Administration Act of 1979, as Amended (Aug 1999)

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

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

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

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

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

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

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

(End of clause)

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.

(End of clause)

Contractor Identification (Jul 2008)

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

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

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

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:
New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Holy Thursday (ES)
Good Friday (ES)
Holy Saturday (ES)
Easter Sunday (ES)
Labor Day (ES)

Mother's Day (ES)
Memorial Day
Father's Day (ES)
Juneteenth
Independence Day
Feast of San Salvador (August 3, 5 & 6)
Labor Day
Columbus Day
All Soul's Day (ES)
Veterans Day
Thanksgiving Day
Christmas Day

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)

652.242-73 Authorization and Performance (Aug 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

652.243-70 Notices (Aug 1999)

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

(End of clause)

FAR 52.216-4 Economic Price Adjustment – Labor and Material (Jan 2017)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

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

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

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

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

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

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

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

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

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of clause)

DOSAR 652.216-71 Price Adjustment (Aug 1999)

(a) The contract price may be increased or decreased in actual costs of direct service labor which result directly from laws enacted and effective during the term of this contract by El Salvador' Government. Direct service labor costs include only the costs of wages and direct benefits (such as social security, health insurance, unemployment compensation insurance) paid to or incurred for the direct benefit of personnel performing services under one of the categories listed in Section B of this contract. Price adjustments will include only changes in direct service labor costs incurred in order to comply with the requirements of the law. No adjustment will be made under this clause with respect to labor costs of personnel not performing direct service labor under the categories of Section B, nor for overhead, profit, general and administrative (G&A) costs, taxes or any other costs whatsoever.

(b) For the contracting officer to consider any request for adjustment, the contractor shall demonstrate in writing:
(1) That the change in the law occurred during the term of this contract and subsequent to the award date of this contract; and,
(2) That the change in the law could not have been reasonably anticipated prior to contract award; and,
(3) How the change in the law directly affects the contractor's costs under this contract.

(c) The contractor shall present data that clearly supports any request for adjustment. This data shall be submitted no later than 30 calendar days after the changes in the law have been made public. This data shall include, but not be limited to, the following:
(1) The calculation of the amount of adjustment requested; and,
(2) Documentation which identifies and provides the appropriate portions of the text of the particular law from which the request is derived.

(d) In order to establish the change between the requested adjusted rate and the original rate, the contractor shall support the appropriate data and composition of the original rate and the requested adjusted rate. This shall include details regarding specific hourly rates paid to individual employees. For contracts paid in U.S. dollars, the contractor's request for price adjustment shall present data reflecting:
(1) The exchange rate in effect on the date of the contractor's proposal that was accepted for the basic contract; and
(2) The current exchange rate and its effect on payment of workers in local currency. The allowable adjustment shall be limited to the extent to which increases in direct service labor costs due to host country law changes are not offset by exchange rate gains.

(e) Only direct cost changes mandated by enacted laws shall be considered for adjustment under this contract. Changes for purposes of maintaining parity of pay between employees at the minimum mandated levels and employees already paid at levels above the newly mandated minimums shall not be considered. Therefore, if the contractor elects to increase payments to employees who are already being paid at or above the mandated amounts, such increased costs shall be borne solely by the contractor and shall not be justification for an increase in the hourly and monthly rates under this contract.

(f) Any request for adjustment shall be presented by signature of an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(g) No adjustment shall be made to the contract price that relates to any indirect, overhead, or fixed costs, profit or fee. Only the changes in direct service labor wages (and any benefits based directly on wages) shall be considered by the U.S. Government as basis for contract price changes.

(h) No request by the contractor for an adjustment under this clause shall be allowed if asserted after final payment has been made under this contract.

(i) This clause shall only apply to laws enacted by the [insert name of country] Government meeting the criterion set forth above in paragraph (b). No adjustments shall be made due to currency fluctuations in exchange rates.

(End of clause)

FAR 52.243-1 <u>Changes-Fixed-Price (Aug 1987)</u>

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
   (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
   (2) Method of shipment or packing.
   (3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

Alternate II (Apr 1984). If the requirement is for services (other than architect-engineer services, transportation, or research and development) and supplies are to be furnished, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
   (1) Description of services to be performed.
   (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
   (3) Place of performance of the services.
   (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government, in accordance with the drawings, designs, or specifications.
   (5) Method of shipment or packing of supplies.
   (6) Place of delivery.

FAR 52.243-6 <u>Change Order Accounting (Apr 1984)</u>

The Contracting Officer may require change order accounting whenever the estimated cost of a change or series of related changes exceeds $100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

Section I – List of Documents, Exhibits and other Attachments

I.1 List of Attachments

Exhibit A – Locations for Garden Maintenance Service
Exhibit B – Contractor Furnished Materials
Exhibit C – Government Furnished Property

I.2 Exhibit A – Locations for Garden Maintenance Service

All standard routine services are to be delivered on regular Post working days.

Location	Address
American Embassy	Blvd. Santa Elena, Antiguo Cuscatlan, La Libertad, El Salvador
Landscape	572,998.18 Sq. Ft.
Flowerpots	50 units
Ambassador's Residence	
Landscape	69,211.88 Sq. Ft.
DCM's Residence	Ave. La Capilla, Col. San Benito, San Salvador, El Salvador
Lawn Area	1,857.00 Sq. Ft.
Flowerbeds	291.00 Sq. Ft.

I.3 Exhibit B – Contractor Furnished Materials

The Contractor shall provide for each employee and supervisor, uniforms, and Personal equipment annually (12 months) for performance under the contract, as detailed below:

- Shirts, 5 each
- Trousers/ pants, 5 each
- Socks, 5 pairs
- Safety boots, 2 pair
- Cloth company patch 5 each (attached to each shirt)
- Name tag, hard plastic type to be pinned to shirt, 1 each
- Raincoat (poncho type) during the rainy season, 2 each
- Hat, 2 each
- Rain boots, 1 pair each
- Work gloves - 1 pair of leather or flex grip (to be replaced when worn out)

I.4 Exhibit C – Government Furnished Property

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract:

a. Water
b. Electricity
c. Gasoline and oils for fuel power equipment
d. Leaf applied insecticides:

Name	Color	Manufacturer
Sistemin	yellow	Bayer
Perfektion	yellow	Basf
Thiodan	yellow	Bayer
Monarca	yellow	Bayer
Volaton	green	Bayer
Decis	yellow	Bayer
Mitac	yellow	Bayer
Muralla	yellow	Bayer

e. Leaf applied fungicides:

Cupravit	blue	Bayer
Previcur	green	Bayer
Phyton	blue	Marketing Arm International Inc.
Sereno	green	Bayer
Merpan	blue	Bayer
Acrobat	green	Basf
Elosal	green	Aventis Corp.
Flint	green	Bayer

f. Herbicides:

Gramoxone	yellow	Syngenta
Hedonal	yellow	Bayer
Atrazina	green	Bayer
Batalla	green	Bayer
Tordon	green	Dow

g. Ground Fertilizers distributed by Unifersa:
   Amonium Sulfate Formula 15-15-15
   Blaukor Urea 46%
   Color code:
   red-highly toxic (not allowed)
   Yellow-moderately toxic
   Dangerous green-slightly toxic
h. Pots and drain dishes

i. Potted plants
j. Hoses and sprinklers
k. Power and manual edgers
l. Iron and lawn rakes, brooms, hoses, edgers, shovels, picks, pruning shears, hedge shears, step ladders
m. Three gasoline lawn mowers 3.75HP
n. Two gasoline lawn mowers 5.0HP
o. Two leaf blowers
p. Four edge trimmer
q. One John Deere LT 160 tractor
r. One John Deere X734
s. One John Deere GS30 walk behind mower
t. One John Deere 1420 S II tractor
u. Six wheelbarrows
v. Two shovels
w. Four picks
x. Two branch trimmer shears, three pruning shears, twelve small pruning shears
y. Ten garden rakes
z. Five fumigating pumps
aa. Sixty-three heavy duty garden hose
bb. Twenty-seven perforated strip hoses
cc. Twenty-five-yard sprinklers
dd. Two hoe "azadones"
ee. One aluminum wheelbarrow
ff. Eleven "cumas"
gg. Six small shovels
hh. One gasoline wood shredder
ii. One scaffolding
jj. Sand Tiller

Section J – Representations, Certifications, and other Statements of Offerors

J.1 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to - (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered;

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

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

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

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

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

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

J.2 52.203-11 <u>Certification and Disclosure regarding Payments to Influence certain Federal Transactions (Sept 2024)</u>

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

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

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

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

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

J.3 52.204-3 Taxpayer identification (Oct 1998)

(a) Definitions.
"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

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

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

(d) Taxpayer Identification Number (TIN).

TIN: _____

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

(e) Type of Organization.
☐ Sole Proprietorship;
☐ Partnership;
☐ Corporate Entity (not tax exempt);
☐ Corporate Entity (tax exempt);
☐ Government Entity (Federal, State or local);
☐ Foreign Government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other _____.

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

Name _____
TIN_____

J.4 52.204-7 System for Award Management (Nov 2024)

(a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

Registered in the System for Award Management (SAM) means that–
(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
(4) The Government has marked the record "Active".
Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)
(1) An Offeror is required to be registered in SAM when submitting an offer or proposal and at time of award (see FAR clause 52.204-13, System for Award Management Maintenance, for the requirement to maintain SAM registration during performance and through final payment).
(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://ww.sam.gov for information on registration.

(End of provision)

J.5 52.204-90 Offeror Identification

(a) Definitions. As used in this provision—
Unique Entity Identifier (UEI) means the identifier assigned by the System for Award Management (SAM) to uniquely identify a business entity.

(b) Requirement for identification. The Offeror shall provide, as part of its offer—
(1) The legal business name of the entity submitting the offer;
(2) The Unique Entity Identifier (UEI) for the offeror; and
(3) Any other identifiers required by the solicitation to establish the identity of the offeror.

(c) Consistency of information. The Offeror shall ensure that the information provided under this provision is consistent with the information registered in the System for Award Management (SAM).

(d) Failure to provide accurate information. Failure to provide complete and accurate identifying information may render the offer ineligible for award.

J.6 52.204-91 Contractor identification (Oct 2025)

(a) Definitions.
Includes terms such as *Unique Entity Identifier (UEI)* and *Commercial and Government Entity (CAGE) code*.

(b) Contractor identification.
The Contractor shall maintain current and accurate identifying information, including—
(1) Legal business name;
(2) UEI;
(3) CAGE code (if applicable).

(c) System for Award Management (SAM).
The Contractor shall ensure its registration in SAM remains active, accurate, and consistent with contract information.

(d) Changes.
The Contractor shall update SAM and notify the Government of any changes to identifying information.

(e) Failure to maintain information.
Failure to maintain accurate registration or identifiers may affect payment, administration, or contract performance.

J.7 52.225-20 Prohibition on conducting restricted Business Operations in Sudan – Certification (Aug 2009)

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

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

"Marginalized populations of Sudan" means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

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

J.8 52.209-13 Violation of Arms Control Treaties or Agreements Certification (Nov 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

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

__ (1) The Offeror certifies that–

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

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

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

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

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

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

(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
(i) Waived application under 22 U.S.C. 2593e(d) or (e); or
(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

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

(End of provision)

J.9 Authorized Contract Administrator

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

Name:
Telephone Number:
Address:

J.10 652.225-70 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.

The following provision is incorporated by reference:

J.11 52.225-25 Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran – representation and certifications (Jun 2020)

Section K – Instructions, Conditions, and notices to Offerors

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

K.1 Submission of Offers

K.1.1 Summary of Instructions. Each offer must consist of the following:

K.1.1.1 A completed solicitation, in which the SF-33 cover page (blocks 12 through 18, as appropriate), and Section B and K have been filled out.

K.1.1.2 Information demonstrating the offeror's ability to perform, including:

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

(2) Evidence that the offeror operates an established business with a permanent address and telephone listing in El Salvador.

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

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

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

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

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

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

(7) The offeror's strategic plan for garden maintenance service 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.

(8) The offeror must guarantee that the personnel assigned to this contract is insured according to the local law: ISSS and AFP.

The complete offer shall be submitted at the address indicated at Block 8, if mailed, or Block 7, if hand delivered, of Standard Form 33, "Solicitation, Offeror and Award."

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

K.1.2. Proprietary Data.

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

K.2 52.252-1 Solicitation Provisions incorporated by reference (Feb 1998)

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

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

The Following Federal Acquisition Regulation Solicitation Provisions are incorporated by Reference:

52.204-7 System for Award Management (Nov 2024)
52.204-16 Commercial and Government Entity Code Reporting (Aug 2020)
52.209-7 Information Regarding Responsibility Matters (Oct 2018)
52.214-34 Submission of Offers in the English Language (Apr 1991)
52.215-1 Instructions to Offerors – Competitive Acquisitions *
* Offerors are reminded that this provision states that the Government may award a contract based on initial proposals, without holding discussions.
52.222-50 Combating Trafficking in Persons (Oct 2025)
52.237-1 Site Visit (Apr 1984)

K.3 Solicitation Provisions included in full text:

52.216-1 Type of Contract (Apr 1984)
The Government contemplates award of a fixed price contract resulting from this solicitation.

52.233-2 Service of Protest (Sep 2006)

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

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

K.4 Financial Statement.

The Offeror shall provide a current statement of its financial condition, certified by a third party that includes:

Income (profit loss) Statement that shows profitability for the past 2 years;

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

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

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

K.5 Site Visit

1. Under FAR provision 52.237-1, Site Visit, will be held on June 11, 2026 at 9.30am at the American Embassy San Salvador: Boulevard Santa Elena, Antiguo Cuscatlan, La Libertad, El Salvador. Prospective offerors should contact Beatriz Coto at email address CotoAB@state.gov for additional information and to arrange entry to the building at least one week in advance.

Note to interested vendors: Due to security concerns, all offerors must contact the above U.S. Government representative and email the full names, DUI or other legal documents and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the site visit, company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the preproposal conference without prior notification will be denied entry.

2. Offerors should submit written questions at least one week before the scheduled pre-proposal conference date, by email to CotoAB@state.gov.

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

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

K.6 Transition Period

The contract authorizes a period for the Contractor to phase in its performance (See Section H "Transition Plan").

K.7 652.206-70 Advocate for Competition/Ombudsman (Feb 2015)

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

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

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Clay Allen, at AllenCC@state.gov. 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)

K.8 652.214-71 Authorization to Perform (Dec 1994)

The Contractor warrants that:

(a) It has obtained authorization to operate and do business in the country or countries in which this contract will be performed.

(b) It has obtained all necessary licenses and permits required to perform this contract; and

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

Section L – Evaluation Factors for Award

This is a FAR Part 12 and FAR Part 15 acquisition. The Government will evaluate in three parts:

1. Compliance with the instructions and solicitation requirements.
2. Technical Acceptability evaluation, and
3. Price proposal evaluation.

L.1 Evaluation of proposals

L.1.1 General.

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

L.1.2 Basis for award.

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

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

(b) Technical Acceptability. The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical acceptability by reviewing information submitted as part of L.1.1.2, including a review of the offeror's proposed project manager to ensure that he or she is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in L.1.1.2 (4) to verify quality of past performance.

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

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

- 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
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

L.1.3 Award selection. The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section L, the Government may award may based on initial offers, without discussions.

L.2 Price Evaluation.

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

L.3 Separate Charges.

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