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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
RFP NUMBER - ***19TC1026R0002***
PRICES, BLOCK 23

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.

1. SCOPE OF CONTRACT

The Contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the U.S. Embassy Abu Dhabi. The price listed below shall include all labor, materials, insurance (see FAR Zadroga and 52.228-5) including DBA, Police Clearance Certificate fee, overhead, and profit. The Government will pay the Contractor the fixed price per month for Standard routine services that have been satisfactorily performed.

The performance period of this contract is continuing for 12 months, with ***Four*** one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

Temporary Additional Services are services that are defined as Standard routine Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide Temporary Additional Services in addition to the scheduled services as specified. The Contracting Officer through the COR shall order Temporary Additional Services on an as needed basis. This work shall be performed by Contractor trained employees and shall not be subcontracted. The COR may require the Contractor to provide Temporary Additional Services with 24-hour advance notice.

Because Temporary/Additional Services are based on indefinite delivery/indefinite quantity, the minimum and maximum amounts are defined below:

The Contractor shall include in its next regular invoice details of the Temporary Additional Services, if applicable, provided and requested under Temporary Additional Services. The Contractor shall also include a copy of the COR's written confirmation for the Temporary Additional Services.

2.0 PRICING

2.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). VAT is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of

the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period.

2.2. BASE PERIOD

2.2.1: Base Year - The Contractor shall provide the Gardening Maintenance services shown below for the base period of the contract, for a period of 12 months. The fixed unit prices, estimated quantities, and ceiling for each category are:

CLIN	Description NAICS Code: 561730 Garden Maintenance Services	Per month (AED)	Per year (AED)
2.2.1.1	Embassy compound (10,032 square meters)		
2.2.1.2	Optional Service 1: CMR compound (1,450 square meters)		
2.2.1.3	Optional Service 2: DCMR compound (165 square meters)		
One-time supply & replacement of life cycle plants at Embassy Compound			
CLIN	**Description of Plant**	**Price/Plant**	**Total Amount (AED)**
2.2.2.1	Leucophyllum plants (100 plants total)		
2.2.2.2	Spider Lilly White plants (250 plants total)		
2.2.2.3	White Jasamine Plants (75 plants total)		
2.2.2.4	Hibiscus plants (100 plants total)		
2.2.2.5	DBA insurance		

2.3. OPTION YEAR 1 - PRICES

2.3.1: Option Year 1 - The Contractor shall provide the Gardening Maintenance services shown below for Option Year 1, for a period of 12 months.

CLIN	Description NAICS Code: 561730 Garden Maintenance Services	Per month (AED)	Per year (AED)
2.3.1.1	Embassy compound (10,032 square meters)		
2.3.1.2	Optional Service 1: CMR compound (1,450 square meters)		

2.3.1.3	Optional Service 2: DCMR compound (165 square meters)		
One-time supply & replacement of life cycle plants at Embassy Compound			
CLIN	**Description of Plant**	**Price/Plant**	**Total Amount (AED)**
2.3.2.1	Big Salt Bush plants (150 plants total)		
2.3.2.2	Desert Rose plants (50 plants total)		
2.3.2.3	Bougainvillea plants (80 plants total)		
2.3.2.4	Dedonia Viscosa (75 plants total)		
2.3.2.5	DBA insurance		

2.4 OPTION YEAR 2 - PRICES

2.4.1: Option Year 2 - The Contractor shall provide the Gardening Maintenance services shown below for Option Year 2, for a period of 12 months.

CLIN	**Description NAICS Code: 561730 Garden Maintenance Services**	**Per month (AED)**	**Per year (AED)**
2.4.1.1	Embassy compound (10,032 square meters)		
2.4.1.2	Optional Service 1: CMR compound (1,450 square meters)		
2.4.1.3	Optional Service 2: DCMR compound (165 square meters)		
One-time supply & replacement of life cycle plants at Embassy Compound			
CLIN	**Description of Plant**	**Price/Plant**	**Total Amount (AED)**
2.4.2.1	Dumdum plants (150 plants total)		
2.4.2.2	Bougainvillea plants (80 plants total)		
2.4.2.3	Leucophyllum plants (125 plants total)		
2.4.2.4	Spider Lilly White plants (75 plants total)		
2.4.2.5	DBA insurance		

2.5 OPTION YEAR 3 - PRICES

2.5.1: Option Year 3 - The Contractor shall provide the Gardening Maintenance services shown below for Option Year 3, for a period of 12 months.

CLIN	Description NAICS Code: 561730 Garden Maintenance Services	Per month (AED)	Per year (AED)
2.5.1.1	Embassy compound (10,032 square meters)		
2.5.1.2	Optional Service 1: CMR compound (1,450 square meters)		
2.5.1.3	Optional Service 2: DCMR compound (165 square meters)		
One-time supply & replacement of life cycle plants at Embassy Compound			
CLIN	**Description of Plant**	**Price/Plant**	**Total Amount (AED)**
2.5.2.1	Pennisetum plants (100 plants total)		
2.5.2.2	Big Salt Bush plants (30 plants total)		
2.5.2.3	Dedonia Viscosa plants (80 plants total)		
2.5.2.4	Leucophyllum plants (80 plants total)		
2.5.2.5	DBA insurance		

2.6 OPTION YEAR 4 - PRICES

2.6.1: Option Year 4 - The Contractor shall provide the Gardening Maintenance services shown below for Option Year 4, for a period of 12 months.

CLIN	Description NAICS Code: 561730 Garden Maintenance Services	Per month (AED)	Per year (AED)
2.6.1.1	Embassy compound (10,032 square meters)		
2.6.1.2	Optional Service 1: CMR compound (1,450 square meters)		
2.6.1.3	Optional Service 2: DCMR compound (165 square meters)		
One-time supply & replacement of life cycle plants at Embassy Compound			
CLIN	**Description of Plant**	**Price/Plant**	**Total Amount (AED)**
2.6.2.1	Gardenia Jasminoides plants (50 plants total)		
2.6.2.2	White Jasmine plants (75 plants total)		

2.6.2.3	Dumdum plants (75 plants total)		
2.6.2.5	DBA insurance		

2.7 Extension for six months under FAR52.217-8 - PRICES

2.7.1: Extension for 6 months (FAR 52.217-8) - The Contractor shall provide the Gardening Maintenance services shown below for the extension of 6 months and only for a period of 6 months.

CLIN	Description NAICS Code: 561730 Garden Maintenance Services	Per month (AED)	Per year (AED)
2.7.1.1	Embassy compound (10,032 square meters)		
2.7.1.2	Optional Service 1: CMR compound (1,450 square meters)		
2.7.1.3	Optional Service 2: DCMR compound (165 square meters)		
One-time supply & replacement of life cycle plants at Embassy Compound			
CLIN	**Description of Plant**	**Price/Plant**	**Total Amount (AED)**
2.7.2.1	Gardenia Jasminoides plants (50 plants total)		
2.7.2.2	White Jasmine plants (75 plants total)		
2.7.2.3	Dumdum plants (75 plants total)		
2.7.2.5	DBA insurance		

2.8 GRAND TOTAL (in AED)

Base Year	
Option Year 1	
Option Year 2	
Option Year 3	
Option Year 4	
52.217-8 – (6 months)	
Grand Total – Base plus All Option Years	
Grand Total DBA Insurance	

Note: The above CLIN pricing Excludes DBA insurance. DBA insurance shall be priced as a separate line item.

CONTINUATION TO SF-1449
RFP NUMBER ***19TC1026R0002***
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

1.1 The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government at the U.S. Embassy compound, the residences of the Ambassador and the Deputy Chief of Mission of the U.S. Embassy, in Abu Dhabi, UAE. The Contractor shall perform gardening services in all designated properties. The work required under this contract shall be performed directly by the Contractor's trained employees and shall not be subcontracted.

1.2. GENERAL REQUIREMENTS

1.2.1 Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements of the U.S. Post and properties are an important part of the representational responsibilities of the U.S. mission. The Government will measure the Contractor's work by the appearance of the landscape covered by this contract. The Contractor shall perform complete gardening and landscape maintenance services as described in this contract for all Government properties listed in 1.20. The Contractor shall include all planning, administration, and management necessary to assure that all services comply with the contract, the COR's schedules and instructions, and all applicable laws and regulations. The Contractor shall meet all the Standard routine s of performance identified in the contract. The Contractor shall perform all related support functions such as supply, maintain, quality control, financial oversight, and maintenance of complete records and files.

1.2.2 The Embassy Compound has a gardening service area is approximately 10,032 square meters. This quantity includes soft landscaped areas of total 8770 square meters inside the Embassy compound, the 'Constructed Wetlands' surface area for reclamation of wastewater, ninety-six (96) numbers of security concrete planter boxes meters and total of 1262 sq. meter of lawn area just outside the Embassy compound main gate – CAC1. The elements that require gardening services include grass, trees, palms, shrubs, hedges, bushes, vines, groundcover, flower beds, security/anti-ram planter boxes, and indoor plants. Quantities of these elements are provided in the Attachment-D: Vegetation Schedule (The Contractor shall verify these in site walkthrough during RFQ process). The Contractor shall supply seasonal plants four to five times a year in total of 10000 (ten thousand) seasonal flower plants per year.

1.2.3 The gardening services also include in the 'Pricing' section for replacement of old / mature plants identified as 'Option for replacement of old plants' item for base year as well as option years. The Government may elect to exercise these optional items during currency of contract.

1.2.4 The gardening service area at the Ambassador Residence is approximately 1,450 square meters. The elements that require gardening services include 1,450 square meters of lawn area (that includes interior & exterior lawn area at municipality area), 30 each of trees of various kinds including date palms, 125 meters of hedges, and miscellaneous elements such as shrubs / hedges / bushes / vines / groundcover / flower beds / 17 numbers of planter boxes and / indoor plants. The Contractor shall supply seasonal plants four to five times a year totally 1,500 (one thousand and five hundred) Seasonal flower plants per year. Contractor is not required to supply indoor plants but are required to maintain them if provided by the Embassy.

1.2.5 The gardening service area at the Deputy Chief of Mission residence is 165 square meters. The elements that require gardening services include 165 square meters of lawn area, 35 meters of hedges, and miscellaneous elements such as shrubs / hedges / bushes / vines / groundcover / flowers / indoor plants. The Contractor shall supply seasonal plants four to five times a year total 1250 (one thousand and two hundred fifty) Seasonal flower plants per year.

1.2.6 The Contractor shall include all costs associated with removing/disposing old plants, preparing soil and planting of new plant/s as directed by Embassy based on option exercised by the Government.

1.3. MANAGEMENT AND SUPERVISION

1.3.1. SUPERVISION

The Contractor shall designate a representative who shall be responsible for on-site supervision of the Contractor's workforce. This on-site supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have sufficient English language skill to be able to communicate with members of the U.S. Government staff. The supervisor shall have supervision as his or her sole function. The Contractor can issue a cell phone to the on-site supervisor for communicating with Embassy personnel. The supervisor shall visit the site and meet Embassy COR (Contracting Officer's Representative) on daily basis at minimum to update the progress of the gardening maintenance activities of all three properties and to coordinate the work effort.

1.3.2. SCHEDULES

The Contractor shall maintain work schedules. The schedules should take into consideration of the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post. The normal working hours of the Embassy Compound are Monday through Thursday 07:30AM to 05:00PM, Friday 07:30AM to 11:30AM. The Contractor shall deliver Standard routine services between the hours of 6:00AM and 5:00PM at Embassy Compound and 08:00AM and 05:00PM at both the Chief and Deputy Mission of the Residences. The Contractor's crew who works at all three sites may take one day weekend either on Saturday

or Sunday. For those items other than routine daily services, the Contractor shall provide the COR with a detailed plan as to the personnel to be used and the time frame to perform the service.

1.3.3. QUALITY CONTROL & ASSURANCE

1.3.3.1 The Contractor shall submit Quality Control Management Plan (C-QCMP) to ensure quality of services is implemented to every requirement of the work schedule of service in support of the solicitation requirements.

1.3.3.2. The Contractor shall develop and maintain a quality program to ensure grounds services are performed in accordance with quality performance requirements stated in this performance-based contract document. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. Service frequency schedules need to be forwarded to COR on monthly basis before 20th of every month for the next month. At a minimum, the Contractor shall develop quality control procedures addressing the areas identified in Section One Scope of Work.

1.3.3.3. Attachment C is the Score card (sample score card) to be used to measure the contractor performance. Contractor's services will be rated on a 1 – 5 scale with 3 being contract acceptable. On a monthly basis, if average quality control scores fall under 3.0, then the Contractor will be evaluated as not performing to contract specifications.

1.3.3.4. Embassy COR and/or his representatives will provide quality assurance on the Contractor's work.

1.3.3.5. The Contractor is required to submit risk assessment plan and safety plan associated with the requested service.

1.3.4 TECHNICAL GUIDANCE

1.3.4.1 The Contractor's Horticulturist shall perform conditional survey on the existing gardening area at Embassy, CMR and DCMR Compound. The conditional survey report shall indicate the existing condition of plants, shrubs, trees including hardscapes and to be submitted to COR within ten (10) days from the start date of site performance.

1.3.4.2 It is the responsibility of the Contractor to depute one 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 landscape maintenance at all three sites. The horticulturist shall visit the work sites monthly one time at a minimum, and more frequently as deemed necessary to meet the requirements of the contract. The horticulturist may use the Contractor's breakroom located near the Embassy Facility Management Office when he/she visits Embassy Compound to coordinate with COR for the monthly horticulturist visit.

1.3.4.3 The Contractor shall conduct monthly training (at least one) to all workers at site to make sure to follow Contractor's Standard routine Operating Procedure (SOP) to accomplish the required quality of service at sites. The training shall also include but not limited to guide the workers to maintain Standard routine work practices, personal hygiene, use of appropriate clean uniforms, PPEs and to follow safety practices on handling chemicals / pesticides related to gardening maintenance.
1.3.4.4 The Contractor shall ensure gardeners are trained to handle the landscape maintenance equipment at all sites for the intended use.

1.3.4.5 The Contractor's personnel and their work practices shall be inspected by Embassy COR/his representatives/Assistant Post Occupational Safety Health officer (APOSHO) to make sure the Standard routine Safety work practices are always followed. APOSHO may provide Safety and hygienic training to the gardeners.

1.3.5. GROUNDS MAINTENANCE PLAN

1.3.5.1 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 needs to 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.

1.3.5.2 Annual palm dates fruit harvesting plan shall also be included in this submittal. A weekly update of the plan shall be submitted to COR in the form of Work Plan. The Contractor shall incorporate it in the weekly work plan related to routine activities, quality control, technical guidance, safety, fertilizer application and pest control.

1.3.5.3 There is a nursery located at Embassy Compound near wetland area. We encourage the Contractor to maintain this nursery and to make use of it to grow plants/shrubs for Embassy use. The Contractor must maintain this nursery at all times.

1.3.6. LAWN AND SECURITY PLANTER BOXES CARE

1.3.6.1 GRASS CUTTING

The Contractor shall maintain the height of grass between 4 and 6 centimeters. The Contractor is responsible for all equipment and fuels needed to complete this task. All lawn areas shall look green and be manicured as and when required.

1.3.6.2 EDGING

The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut regularly. Edging shall include removal of vegetation/weeds from cracks in sidewalks, driveways, and curbs.

1.3.6.3 TRIMMING

1.3.6.3.1. 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. Trimming heights shall match surrounding area grass heights. All areas shall be trimmed concurrently with grass cutting. If a plant or tree or shrub should die or become unhealthy due to damage caused by the trimming work, then the Contractor shall be responsible for replacing the damaged plant with a plant of same size and type.

1.3.6.3.2. There are quite a few trees of twenty (20) plus years old at the Embassy and CMR Compound. It is the responsibility of the Contractor to routinely check the healthiness of these trees and its branches and trim these trees at-least one time a year. Hiring an appropriately rated crane, boom lift or any other vehicle, equipment, special tools and disposal of tree wastes associated with this work from the respective Compound to perform this work will be at the Contractor's expenses.

1.3.6.3.3 It is the responsibility of the Contractor to work closely with Embassy and Special Task Force / Diplomatic area Police personnel and submit the required documents for further review. Obtain necessary approval / road permits to mobilize / demobilize the trucks/cranes inside the Compound to perform work (that requires crane, truck etc.) in a timely and safe manner at Contractor's expenses.

1.3.6.4 <u>WEEDING</u>

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

1.3.6.5 <u>TURF REPAIR AND RE-ESTABLISHMENT</u>

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

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

1.4.0. <u>MAINTENANCE OF SEASONAL PLANTS</u>

1.4.1. The Contractor shall supply/plant seasonal plants four to five times with a total of 8000 (eight thousand) seasonal flower plants a year to Embassy Compound, total of 1500 (one thousand and five hundred) Seasonal flower plants a year to the Ambassador Residence and total of 1250 (one thousand and two hundred fifty) Seasonal flower plants a year to the Deputy Chief of Mission residence. The Contractor shall provide a sample for each seasonal plant for COR's review/selection prior to supplying/planting seasonal plants for all three sites. Contractor is required to recommend always good/healthy plants that can grow normal with the wetland irrigation water. Contractor shall maintain the seasonal plants in healthy condition at all locations.

1.5.0 MAINTENANCE OF INDOOR PLANTS

1.5.1 The Contractor shall inspect indoor plants that are in offices/common corridors/lobbies/atrium and maintain in good health. This shall be a weekly inspection. The Contractor is required to replace the weak and/or dead indoor plant/s with the same type/size/height of the existing plants when required. Total number of indoor plants in the office common corridor and lobbies are approximately twenty-three (23) plants. Embassy will replace pots for the indoor plants when needed.

1.5.2 Indoor plant of Pothos, (Epipremnum aureum), devil's ivy or money plant are there on quite a lot of office tables. The Contractor is required to maintain its healthiness and replace the weak and/or dead indoor plant/s with a same type/size/height of the existing plants with pot when required.

1.5.3 Contractor is responsible for supplying and application of required fertilizers, insecticides and nurturing all indoor plants to keep in a good healthy condition throughout the contract period.

1.6.0 MAINTENANCE OF CONSTRUCTED WETLAND

1.6.1 The Contractor shall maintain the wetland at the Embassy by trimming, maintaining aqua plants and disposal of garden waste from the wetland area.

1.6.2 The Contractor is responsible for trimming the aqua plants as needed to maintain the plants height between 30 to 120 centimeters and disposing it. Supply necessary appropriate PPEs, tools/equipment to the gardeners to safely perform the work at the wetland.

1.7.0 PRUNING

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

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

1.7.3 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.

1.7.4 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 shape shrubs to maintain proper shape at all times.

1.7.5 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.

1.8. PALM LEAF/FROND REMOVAL

The Contractor shall remove leaves and dead palm tree fronds monthly from the properties listed in this SOW 1.20.

1.9. PLANTER BOX MAINTENANCE

1.9.1 The plants in the planter boxes must always remain in good health. Decaying plants shall be replaced with fresh plants by the Contractor.

1.9.2 The plants shall be trimmed as needed to maintain near uniform height and growth in all planters. The trimmed plants shall present an appearance of natural growth. If a plant should die or become unhealthy naturally or by negligent performance of work, the contractor shall replace the damaged plant with a plant of same size and type.

1.9.3 Weeds in the planters shall be removed manually or by chemical treatment as recommended by the horticulturist. Chemical treatment plan must be approved by COR. Weed removal plan shall be a part of the quality control plan.

1.9.4 The existing plants in the planters include 1. Sesuvium portulacastrum, Common name: Sea purslane, common carpetweed, shoreline sea purslane. 2. Bougainvillea - Pink.

1.9.5 The Contractor shall note the existing condition of the plants and provide supplies & services in this contract to restore to good health, if any decaying plants are present, within first month of contract.

1.9.6 The Contractor shall maintain appearance of the concrete planters. Surface damages to the planters due to contractor's negligence shall be repaired by the contractor. Structural damages due to aging shall be noted and communicated to the COR for action.

1.9.7 The drain holes in the planters shall be maintained with removable plugs. These plugs may be removed and re-inserted as needed for dewatering by the contractor.

1.10 RECYCLED MATERIALS

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

1.10.2 The Contractor shall submit manifest to COR for Embassy record whenever the recycling gardening waste materials collected from Embassy.

1.11 REMOVAL OF DEBRIS

1.11.1 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. 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 from all three sites. The garden waste disposal Contractor must have valid Tadweer License to provide the waste removal service.

1.11.2 The walkways and driveways shall be hose-cleaned during appropriate climatic, and water use conditions, but water usage shall be minimized to conserve water. During rain times, the Contractor will be required to remove stagnant water from walkways, driveways, and parking areas.

1.11.3 The Contractor is required to keep an appropriately sized trash skip (preferably a covered/lockable skip) at the Embassy Compound at the Contractor's cost to temporarily collect all debris resulting from the Contractor's operations from the Compound. Perform debris removal to prevent unsightly or inordinate accumulation. The on-site supervisor shall do daily monitoring and coordinating with the third party for clearing the trash skip from the compound.

1.11.4 Dispose the collected debris properly from the Residences of the Chief of the Mission and Deputy Chief to the nearest Abu Dhabi Municipality provided waste collection bins or to an authorized disposal site. Remove debris regularly to prevent unsightly or inordinate accumulation. The on-site gardeners shall do monitoring daily and informing their gardening supervisor for coordinating with the third party for clearing the trash skip from the compound, when opting for disposing the waste to the authorized site.

1.12 WATERING

1.12.1 There are three independent automatic water sprinkler systems installed for landscape maintenance activities. One is for lawn area inside the Embassy compound; second unit is for outside of CAC1 (Control Access Cabin 1) lawn & planter boxes at the front municipality area and the third one is for outside of CAC2 at the municipality area. An automatic drip irrigation system is installed inside the Embassy compound to use the constructed wetland water to drip irrigate the plants and trees.

1.12.2 Automatic water sprinkler system is installed for grass in the lawn area at the Ambassador Residence however manual watering shall be done during times of repair or outage with portable sprinklers. Perform manual irrigation for security planter boxes.

1.12.3 Use portable sprinklers in the lawns at the Deputy Chief of Mission Residence. No Automatic water sprinkler system is installed.

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

1.12.5 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.

1.12.6 The Contractor shall provide all tubes/hoses, portable sprinklers, and its associated irrigation/sprinkler parts as a part of the gardening maintenance activities. The Contractor is responsible for minor repair on plumbing lines include but not limited to repair / replace the broken drip irrigation tubes, nozzles, lawn sprinkler sprayer heads, and mechanical control valves. Maintenance of the irrigation system includes but not limited to replacement of electro-mechanical solenoids, modifying the existing and /or relaying new lines, repairing of wiring faults, controller and any of control panel components will be the responsibility of the Government.

1.12.7 The Contractor is required to assign appropriate number of gardeners to irrigate the lawn/plants/shrubs at all three properties during long local/public holidays at Contractor's cost.

1.12.8 The Government will furnish the supply of water free of charge.

1.13 FERTILIZER

1.13.1 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.

1.13.2 The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.

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

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

1.14.PEST AND DISEASE CONTROL

1.14.1 The Contractor shall maintain a program for controlling pests and plant disease 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.

1.14.2 The Contractor shall present a plan for pest and disease control as a part of its Grounds Maintenance Plan and provide weekly updates. The Contractor's plan shall establish the strategy

and methods for conducting a safe, effective, and environmentally sound pest management program. The materials shall be stored safely at site.
1.14.3 The pest and disease control plan shall be part of the comprehensive work schedule. The safety plan shall incorporate the MSDS recommendations as related to application of the chemicals. The materials shall be stored safely at site. The MSD sheet/s shall be filed in the MSDS file folder which is being kept in the Embassy Compound Contractor's breakroom, for future reference/timely inspection.

1.15 HAZARDOUS AND TOXIC SUBSTANCES

1.15.1 Contractor is responsible for ensuring 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. Remove the surplus/unused substances from the Compound and dispose of it appropriately per Abu Dhabi Municipality rules & guidelines.

1.15.2 All the product/supplies and its associated chemicals to be used for gardening maintenance must be eco-friendly or green products and to be complied with local Abu Dhabi Municipality guidelines.

1.16 QUALIFICATION OF PERSONNEL

1.16.1 The horticulturist shall have minimum eight (8) years of relevant continuous horticulturist experience in the field of landscape maintenance and good managing skills. He/she shall be able to provide clear guidance to on-site gardening maintenance crew members and monitor timely performance of the landscape maintenance and crew members at site. Be able to submit monthly quality score card reports and solutions to the problems to COR/or his representative on monthly basis.

1.16.2 The on-site gardening supervisor shall have minimum seven (7) years of relevant continuous supervisory experience in managing the landscape maintenance activities. He/she shall be able to monitor timely performance of the landscape maintenance and crew members at site. He / she shall be able to perform / guide gardeners to perform minimal plumbing works limited to repairing / replacing / adding branch circuit drip lines and spray nozzles. Be able to perform minimum electrical works limited to replacing (very-low voltage rated 50VDC/AC) solenoid coils and understanding of control panel status/messages of drip irrigation/sprinkler controllers.

1.16.3 The full-time gardeners shall have minimum three (3) years of relevant continuous hands-on work experience in the landscape maintenance activities. The gardener must be able healthy to withstand the hot/humid weather conditions and to perform minimal plumbing works limited to repairing/replacing/adding branch circuit drip lines and spray nozzles. Be able to perform minimum electrical works limited to replacing (very-low voltage rated 50VDC/AC) solenoid coils and understanding of control panel status/messages of drip irrigation/sprinkler controllers.

1.17 TOOLS & EQUIPMENT

1.17.1 It is the responsibility of the Contractor to supply all necessary tools, equipment that are to be new. The Contractor is to ensure and maintain proper functioning of the supplied equipment by

doing timely inspection of the equipment. Refer Attachment-E for the list of proposed tool, equipment and PPEs.

1.17.2 It is the responsibility of the Contractor to use appropriately duty rated, suitable height of the Contractor owned/third-party supplied scaffolding assemblies for tree trimming work. The approved reduction in height of the tree/s and level of tree trimming will be advised to the Contractor. Assembling/dissembling of scaffoldings must be done by the certified scaffolder/s. COR / Embassy Safety Officer will not authorize the work to proceed, if found not complied with the above requirement by the Contractor.

1.17.3 There are two numbers of 10 x 8 x 8 feet size metallic storage sheds installed in the wetland area at Embassy Compound. It is the responsibility of the Contractor to guide the on-site gardeners to keep all the tools and equipment at the designated storage sheds and maintain it. It is the responsivity of the Contractor to handover the storage sheds to Embassy after completion of the contract period with good condition. Damages caused the Contractor's negligence to the storage sheds must be repaired at Contractor's cost.

1.18 REPLACEMENT OF LIFE CYCLE PLANTS/HEDGES AT EMBASSY COMPOUND

1.18.1 There are a few life cycle replacement plants/hedges identified each year in the pricing table section 2.2 through 2.6 for Contractor's action as a part of landscape maintenance of this contract. Contractor shall identify the plants in the specified areas (as directed by COR/or his representatives), prepare action plan and coordinate with COR/or his representatives for replacing the plants/hedges.

1.18.2 The life cycle replacement works shall be coordinated in such a way that all works including but not limited to planning, scheduling and obtaining approval with COR, preparing soil, supplying of required plants/shrubs, irrigation tubes and plantation must be completed prior to start of summer season. i.e. before April 10 every year.

1.18.3 Contractor is required to remove/dispose the old plants/hedges, supply/prepare the soil, replace the existing branch irrigation tubes by new ones, extend new drip lines when deemed necessary, apply approved fertilizers, nutrition and supply/plant the new approved plants/hedges at the identified area.

1.18.4 It is the responsibility of the Contractor to supply new plants/hedges in good health condition and each plant shall be 3 feet linear high. The delivered items will be inspected and accepted by COR or his representative. Once the planting of new plants/hedges are completed, routine care must be taken to ensure proper watering and maintaining growth of the plants/hedges. If any newly plants/hedges die/weak within three months due to poor quality of supply or improper maintenance, then the Contractor shall replace it at contractor's expense.

1.18.5 Embassy will supply soil for the life-cycle plants/hedges replacement work, when required.

1.18.6 It is the responsibility of the Contractor to do a phasing plan and make use of site gardening maintenance crew's effort efficiently such that the routine landscape maintenance activities shall not be affected during the life cycle replacement of plants/hedges work.

1.19 VOLLEYBALL COURT MAINTENANCE

1.19.1 There is a sand filled outdoor type volleyball court (approximately 20 x 10 meter size) by the wetland at CAC2 area within the Embassy Compound. The Contractor is required to patrol the court daily to remove any debris and dispose of it properly. Rake the sand to bring up any sharp objects and trash it. Even out low spots in the sand with a rake and shovel. Fill this in with sand from higher spots on the court.

1.19.2 Stretching, repairing/replacing the net, supplying sand and maintenance of the poles in the volleyball court is the responsibility of the Embassy.

1.20 LOCATION FOR GARDENING SERVICES

1.20.1 All Standard routine services are to be delivered to Embassy Compound at:
U.S. Embassy,
P.O. Box 4009, Embassies District Area,
Street No. 18, Sheik Rashid Bin Saeed Street,
Abu Dhabi, UAE.

1.20.2 All Standard routine services are to be delivered to
Chief of Mission Residence (CMR)
Khalidiya Area, Corniche
Abu Dhabi, UAE.

1.20.3 All Standard routine services are to be delivered at Deputy Chief of Mission Residence at:
Deputy Chief of Mission Residence (DCMR)
Khalidiya Area, Corniche
Abu Dhabi, UAE.

2.0 WORKING HOURS

2.1 Embassy normal working hours are 07:30am to 05:00pm from Monday through Thursday and 07:30am to 11:30am on Fridays.

2.2 The Contractor may take one day weekend holiday and that can be either Saturday or Sunday.

2.3 All Standard routine services at the Embassy should be performed between 6:00am and 5:00pm, Monday through Sunday, except on the one-day weekend, mandated local holidays, and as approved. The Contractor shall coordinate with COR for the workhours for approval.

2.4 All Standard routine services at the CMR and DCMR shall be performed between 8:00am and 5:00pm every day except on the one-day weekend, mandated local holidays, and as approved by occupants of the official residences. The Contractor shall coordinate with COR for the work-hours for approval.

2.5 Other hours may be approved by the COR as dictated by the needs arising out of the Grounds Maintenance Plan. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours agreed beforehand.

2.6 The Contractor is required to schedule the work hours for their workforce for the Ramadan period and hot/humid weather conditions per guidance of the local government laws.

2.7 It is the responsibility of the Contractor to assign appropriate number of gardeners to irrigate the lawn/plants/shrubs at all three properties during long local/public holidays. There shall not be any additional cost for this task provided. The Contractor shall coordinate with COR for the work-hours for approval.

3.0 DELIVERABLES

The following items shall be delivered under this contract:

DESCRIPTION	QUANTITY	DELIVERY DATE	DELIVER TO:
Insurance / DBA Insurance	1	10 days after award	Contracting Officer
Grounds Maintenance Plan	1	10 days after award	COR
List of Personnel with their biographies	1	10 days after award	COR
Transition Plan	1	10 days after award	COR
Work Activities Plan	1	Before every Thursday for the next week work	COR
Contractor Quality Control Management Plan	1	Before 20th of every month for the next month	COR
Monthly Score Card	1	Before 10th of every month for the previous month	COR
Payment Request	1	Monthly	COR/FMC

4.0 PERSONNEL REQUIREMENTS

4.1 GENERAL

4.1.1 The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the Standard routine s of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government. At the end of each workday, the Contractor needs to make sure their gardening maintenance tools/equipment and materials are secured at the appropriate place.

4.1.2 The work required under this landscape maintenance contract shall be performed directly by the contractor employees and shall not be subcontracted.

4.1.3 The Contractor is encouraged to keep standby crew members who have been issued with Embassy One Badges to maintain the continuity of services, when duty gardeners failed to report due to sickness / planned annual leave. Furthermore, it is the responsibility of the Contractor to provide additional gardener/s as dictated by the needs arising out of the Grounds Maintenance Plan for Embassy Compound, Residences of Chief of Mission and Deputy Chief. For instance, if the gardening maintenance crew has a total of eight (8) gardeners including all three sites then the Contractor is required to maintain two (2) standby gardeners at a minimum.

4.1.4 The Contractor shall bear complete responsibility for safe performance of work at site and comply with all local laws pertaining to construction labor and safety. In addition, the safety requirements relative to this SOW as contained in the USACE Manual EM 385-1-1 shall apply. In case of a conflict between the local laws and the requirements of EM 385-1-1, the stringent of the two shall apply. A soft copy of the USACE Manual EM 385-1-1 is available in the following link:

http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1_English_2003.pdf

4.1.5 As a general safe work practice, following PPEs are mandatory for tree climbers before performing any tree trimming activity and are:

i) Hard Hat
ii) Safety Goggles.
iii) Gloves
iv) Work boots - Sturdy, non-slip boots
v) Climbing equipment (Safety harness, belts, lanyards and carabiners appropriate for the job)
vi) Approved ladder with correct duty rating.

When above mandated PPEs are not followed for tree climbing work, COR or Embassy Safety Officer will not authorize the work until the safety requirement is fulfilled.

4.1.6 It is the responsibility of the Contractor to arrange transportation for the gardeners and on-site supervisor to drop-off/pick-up at their respective sites on time.

4.1.7 The Contractor shall provide one (1) full-time on-site supervisor to oversee all the gardening maintenance activities for all three sites.

4.1.8 The Contractor shall provide five (5) full time gardeners for US Embassy compound.

4.1.9 The Contractor shall provide two (2) full time gardeners for Chief of Mission Residence.

4.1.10 The Contractor shall provide one (1) full time gardener for Deputy Chief of Mission Residence.

4.2 STANDARD ROUTINE OF CONDUCT

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

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

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

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

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

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

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

- Unethical or improper use of official authority or credentials;

- Security violations; or,

- Organizing or participating in gambling in any form.

4.2.5 KEY CONTROL

The Contractor shall receive, secure, and account for any keys issued for access to the gardening materials storage sheds 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.

4.3. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES

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

4.4 PERSONNEL SECURITY

4.4.1 After award of the contract, the Contractor is responsible to submit following information/documents of their crew to Embassy Security Office to receive an approved ONE badge for 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 45 to 60days to perform.

Full Name
Place and Date of Birth
Current Address
Emirates Identity Card Number
Passport Copy
Recently obtained Clear Criminal Record Certificate (Police Clearance Certificate)

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

5. MATERIALS AND EQUIPMENT

5.1 The Contractor shall provide all necessary gardening supplies and equipment, including rakes, lawn mowers, hoe, pitchfork, pruning sheers, fertilizers to perform the work identified in Attachment E.

5.2 All equipment and tools used in the Embassy must be new at start of contract and kept in clean and good working order. The newly supplied equipment will be inspected by the COR and/or his representatives. If found unacceptable then the Contractor is required to replace them by new ones. Any repair to the gardening maintenance equipment will be the responsibility of the Contractor.

5.3 The supplies to all three sites (Embassy, CMR and DCMR) shall be limited to do proper maintenance for a maximum of three months period. Contractor is required to avoid storing of excessive supplies at sites and do timely inventory and replenish the supplies as needed. The Contractor shall keep enough spare supplies, materials, gardening equipment at the allocated place to provide the requested services on time without compromising the required quality. The Contractor shall deliver supplies and equipment to site shall be properly stored in the designated areas in coordination with COR.

6.0 INSURANCE

6.1 AMOUNT OF INSURANCE

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

6.2 GENERAL LIABILITY

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

1. Bodily Injury

   Cumulative: AED 1,500,000

2. Property Damage

   Cumulative: AED 1,500,000

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

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

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

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

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

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

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

7.0 LAWS AND REGULATIONS

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

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

8.0 TRANSITION PLAN

Within 15days after contract award, the Contracting Officer may ask the Contractor to develop a plan for preparing the new Contractor to assume all responsibilities for gardening services. 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.

9.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

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

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

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

(c) STANDARD ROUTINE **.** The performance Standard routine is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the Standard routine .

(d) PROCEDURES.

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

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

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

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

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

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

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

(8) Repeat customer complaints are not permitted for any services. Repeat complaints may require adjustments to the Contractor's Quality Control Management Plan.

ATTACHMENT A

QUALITY METRICS

The work statement line items referred to as the Contract Line Item Numbers (CLIN) shall be evaluated on monthly basis and scored in accordance with the following criteria. The final score for the month shall be mathematical average of all the CLIN.

Each CLIN shall be scored by the COR. The Contractor shall also provide score card indicating self-assessment for these items for each month for review by the COR.

Criteria:

Score	Criteria
5	The service provided by the Contractor is outstanding
4	The service provided by the Contractor exceeds the contract specifications and requirements
3	The service provided by the Contractor meets the threshold of the contract specifications and requirements
2	The service provided by the Contractor does not meet the contract specifications and requirements
1	The service provided by the Contractor repeatedly does not meet the contract specifications and requirements

ATTACHMENT B
EMBASSY COMPOUND – SAMPLE MONTHLY SCORE CARD

DATE: For the month of:

CLIN	Description	Remarks	Contractor's score	COR/GTM's score
2	**Management and Supervision**			
1.3.1	Management			
1.3.2	Schedule			
1.3.3	Supervision			
1.3.4	Quality Control			

1.3.5	**Technical Guidance**			
1.3.5.1	Horticulturist			
1.3.5.2	Training			
1.3.6	**Grounds Maintenance Plan**			
1.3.6.1	Ground Maintenance Plan updated			
1.4	**Lawn care**			
1.4.1	Grass Cutting			
1.4.2	Edging			
1.4.3	Trimming			
1.4.4	Weeding			
1.4.5	Turf Repair			
1.4.6	Seasonal Plants			
1.4.7	Indoor Plants			
1.4.8	Visual Appearance of Lawn and Wetland			
1.5	**Pruning and Trimming**			
1.5.1	Visual Appearance of Plants and Trees			
1.5.2	Plant Health			
1.6	**Planter Box Plants Care**			
1.6.1-1.6.5	Plants			
1.7	**Planter Box Maintenance**			
1.7.1	Appearance			
1.7.2	Dewatering			
1.8	**Recycled Materials**			
1.8.1	Utilization			
1.9	**Removal of Debris**			
1.9.1	Waste management & Recycling			
1.10	**Watering**			
1.10.1	Operation of the System			
1.10.2	Moisture Penetration			
1.10.3	Contractor Supplied Irrigation Equipment			
1.11	**Fertilizer**			
1.11.1	Lawn Grass			
1.11.1	Trees, Shrubs, Plants, Flowers			
1.11.1	Storage			
1.12	**Pest and Disease Control**			
1.12.1	Lawn Grass			
1.12.2	Trees, Shrubs, Plants, Flowers			
1.12.3	Storage			
1.13	**Hazardous and Toxic Substances**			

1.13.1	Handling, Application and Disposal			
1.14	**Personnel**			
1.14.1	Number			
1.14.2	Conduct			
1.16	**Tools and Equipment**			
1.16.1	Proper Tools and Equipment Provided			
1.16.2	Handling and Safety			
1.17	**Life Cycle Plants/Herbs replacement**			
1.17.1	Prepare and submit phasing plan			
1.17.2	Disposal of old plants/hedges/irrigation tubes			
1.17.3	Supply of plants/hedges			
1.18	**Volleyball Court maintenance**			
1.18.1	Levelling of sand and removal of waste			
	Total score			
	Monthly Average Score (Total score/40)			

Criteria:

Score	Criteria
5	The service provided by the Contractor is outstanding
4	The service provided by the Contractor exceeds the contract specifications and requirements
3	The service provided by the Contractor meets the threshold of the contract specifications and requirements
2	The service provided by the Contractor does not meet the contract specifications and requirements
1	The service provided by the Contractor repeatedly does not meet the contract specifications and requirements

ATTACHMENT C

VEGETATION SCHEDULE – EMBASSY COMPOUND

Type	Botanical name	Common Name	Available Quantity	Spacing
Trees				
	Azadirachta Indica	Neam Tree	18	
	Caesalpinia Pulcherrima	Pride of Barbados	9	
	Cordia Sebestena	Geiger Tree	23	
	Delonix Regia	Flame Tree (Flamboyant)	8	

	Melia Azedarach	Pride of India (Chinaberry)	2	
	Parkinsonia Aculeata	Mexican Palo Verde	4	
	Prosopis Spicigera	Mesquite	4	
	Terminalia Catappa	Indian Almond	2	
	Moringa	Moringa	3	
	Damas Tree	Damas Tree	6	
	Pithecellobium dulce	Manila Tamarind	1	
	Lime tree	Lime tree	2	
	Plumeria	Frangipani	4	
	Ficus Religiosa	Peepal tree	1	
	Washingtonia	Palm tree	10	
	Mango tree	Mango tree	3	
	Melaleuca Citrina	Bottlebrush tree	2	
	Banyan tree	Banyan tree	2	
	Jamun Fruit tree	Jamun Fruit tree	1	
Palms	Phoenix Dactylifera	Date Palm- Fruitless	39	
Shrubs	Eucalyptus parvifolia (Bush)	Small leaved Gum	1	1.5 sq m.
	Dodonaea viscosa	Broadleaf hopbush	75	450 mm O.C
	Clerodendrum Inerme	Wild Jasmin (Dam Dam)	345	450 mm O.C
	Adenium obesum	Desert rose	95	450 mm O.C
	Atriplex Halimus	Mediterranean Sal Bush	1	1.5 sq m.
	Atriplex Semibaccata	Australian Salt Bush	2	1.5 sq m.
	Leucophyllum Frutescens	Purple Sage (Texas Sage)	755	900mm O.C
	Bougainvillea Glabra	Mary Palmer Bougainvillea	440	900mm O.C
	Hibiscus rosa- sinensis	Hibiscus	389	750mm O.C
	Vitex Agnus- Castus	Monk's Pepper	40	900mm O.C
	Jasminum offcinale	Jasmine	75	450 mm O.C
	Ixora Coccinea	Ixora Coccinea	187	450 mm O.C
	Pennisetum Setaceum	Fountain Grass	1350	800 mm O.C
	Wedelia	Creeping daisy	7600	300 mm O.C
Lawn	Cynodon Dactylon	Bermuda Grass		As shown
Seasonal	As required			

VEGETATION SCHEDULE – CMR COMPOUND

Area	Type	Quantity
Lawn	Tall trees outside (unknown name) – 3	3
	Palm trees – 19	19
	Geiger tree – 1	1
	Delonix tree – 3	3
	Moringa tree – 2	2
	Ficus tree – 6	6
	Plumeria tree – 4	4
	Mango tree – 1	1
	Pink Pixie (Planters)– 72 (Approx.)	72
	Bougainvillea – 25	25

ATTACHMENT D

TOOLS DESCRIPTION	
Garden Forks	Pruning Shears
Lawn Mower	Grass Trimmer
Leaf Blower	Buckets
Hedge Trimmer	Scoops and Shovels
Hedge cutting machine	Garden Hoes
Hand hedger	Cultivators and Weeders
Lawn Aerator	Push Brooms and Cleanup
Shovels (round point, square point)	Pruning Knives

Steel Rakes	Grafting Knives
Hand saws	Turf & Sod Cutter
Sickle	Utility Knives
Wheelbarrow	Edgers
Screwdriver set	Ladder 8 feet
Adjustable spanner set	Ladder 28 feet
Cleaning brush	Ladder 60 feet
Sprayers (for fertilizers, herbicides, pesticides)	Pole Pruners
Large lopper	Watering hoses
Garden spade	Soil testing kit
Hand weeder	Fiskars set
Hand pruner	Watering can
Pest control spray pump/can	Dethatcher
Chainsaws	Rakes (leaf rake, bow rake)
Trowell	Scaffolding assembly

LIST OF PPE

Description of PPE
Washable synthetic glove
Cotton glove coated with latex
Leather glove
Eye protection
Ear protection
Long-sleeved shirts
Safety shoe

Note: Contractor is required to supply/maintain above (all new) tools, equipment and PPEs at a minimum. The Contractor shall decide on the required quantity to render quality maintenance works at all three sites.

SECTION 2 - CONTRACT CLAUSES

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

CLAUSE	TITLE AND DATE
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

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

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

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

52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

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

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

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

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment

may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

1. Clearly identify themselves and their contractor affiliation in meetings.

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

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

652.215-70 EXAMINATION OF RECORDS

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

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

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

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

652.225-71 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.

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

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

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

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

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

(b) Invoice Submission. The Contractor shall submit invoices **electronically** to usmissionuaeinvoices@state.gov . To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

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

(b) 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:

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

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

652.242-70 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 ***Contracts Supervisor from Facility Management Office.***

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 Standard routines, and regulations of said country or countries during the performance of this contract.

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

652.243-70 NOTICES (AUG 1999)

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

SECTION 3 – SOLICITATION PROVISIONS

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

ADDENDUM TO 52.212-1

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

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

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]

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

(1) Name of the proposed Project Manager (PM) for this requested service. Confirm that the PM understands written and spoken English.

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

(3) Evidence that the offeror operates an established business in UAE with a permanent address and telephone listing for the past seven (7) years at a minimum.

(4) The offeror shall provide proof of active SAM registration including the SAM Unique Entity Identification (UEI) number and N-Cage Code.

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

Following information must be submitted for each contract for the last ten years:

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

(Note):

a. At least two (2) numbers of experiences each year starting from year 2020 and continue to have it till present.
b. Offeror who has Operation and Landscape Maintenance experience only will be considered.
c. Gardening maintenance contract with at-least twelve (12) months period shall be considered as one number of experience and required to provide ten (10) numbers of fulltime gardening contracts in total.
d. 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).

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

(a) Confirm that the requested gardening maintenance services will be performed by the offeror's personnel and will not be sub-contracted out.
(b) How many gardeners and gardening supervisors (who are trained and experienced) available in your company?
(c) Submit a resume of the proposed on-site Gardening Maintenance Supervisor. The resume must include details with his seven (7) years of continuous gardening maintenance supervisory experience at a minimum.
(d) Confirm the number of gardeners proposed to provide the requested service for each site (three sites in total).
(e) Submit a resume for each proposed gardener. The resume must include details with his three years of continuous gardening maintenance work experience at a minimum.
(f) Provide a list of proposed tool/equipment with its brand and details for each item in the Attachment – E of this SOW.
(g) Confirm the offeror's proposal includes to supply the minimum supplies as required for gardening maintenance.
(h) Confirm that the offeror will supply all new for the listed tools/equipment and their condition for suitability to perform the requested service.
(i) Submit an audited financial statement for the last three years (year 2022 to 2024) as minimum.

(j) Submit details and dimensions of proposed trash skip (preferably a covered/lockable skip) to be supplied/maintained at the Embassy Compound.

(7) Submit a copy of offeror's valid commercial license which authorizes the offeror to provide the requested gardening maintenance service.

(8) The offeror's strategic plan for landscape maintenance services to include but not limited to:

(a) Submit a detailed Gardening Maintenance General Plan taking into account all work elements in Section 1, Performance Work Statement.
(b) Submit a Contractor Quality Control Management Plan for ensuring quality of services including but not limited to contract administration and oversight.
(c) Submit a Risk assessment Plan tailored with the requested service. The plan shall not exceed eight (8) pages.
(d) Submit 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.

(9) Provide Recruitment and Housing Plans as per the details given below.

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

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

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

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

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

PROVISION	TITLE AND DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.212-1	INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)
52.237-1	SITE VISIT (APR 1984)

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

The site visit will be held on June 10, 2026 at 10:00am at Embassy, CMR & DCMR**.** Prospective offerors should contact AbuDhabiContracts@state.gov for additional information or to arrange entry to the building.

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

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Management Counselor, at _024142334. 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)

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

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

2. Recruitment Plans must:

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

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

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

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

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

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

(ii) Advertising:

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

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

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

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

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

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

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

(xi) Transportation and subsistence costs-

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

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

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

(xiii) Equipment charges.

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

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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

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

(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.

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

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

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

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

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

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

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

Contractor must be familiar with any local labor law restrictions on withholding employee identification documentation.

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

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

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

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

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

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

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

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

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

SECTION 4 - EVALUATION FACTORS

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 shall include the following:

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

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

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

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

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

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-90 OFFEROR IDENTIFICATION (OCT 2025).

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(b) Unique entity identifier (UEI).

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

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

(c) Taxpayer identification. The Offeror shall provide with its offer the following information that is necessary to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and the implementing IRS regulations:

(1) Taxpayer identification number (TIN)

□ TIN: _____;

□ TIN has been applied for; or

□ TIN is not required because:

□ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

□ Offeror is an agency or instrumentality of a foreign government; or

□ Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

□ Sole proprietorship;

□ Partnership;

□ Corporate entity (not tax-exempt);

□ Corporate entity (tax-exempt);

□ Government entity (Federal, State, or local);

□ Foreign government;

□ International organization per 26 CFR 1.6049-4; or
□ Other.

(3) Common parent.

□ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision; or

□ Name and TIN of common parent:

Name: _____

TIN: _____

(4) The TIN provided in paragraph (c)(1) of this provision may be matched with IRS records to verify the accuracy of the Offeror's TIN. The Government may use the TIN to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)).

(d) Commercial and Government Entity (CAGE) code.

(1) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its offer. The CAGE code shall be for that name and location address. Insert the word "CAGE" before the code. The Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	Then…
Located in the United States or its outlying areas	Submit a request to the DLA CAGE Branch via https://cage.dla.mil
Located outside the United States and its outlying areas and its country is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located outside the United States and its outlying areas and its country is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(2) The Offeror shall provide the CAGE code and legal business name (Do not use a "doing business as" name) for—

(i) Its immediate owner(s), if any;

(ii) Its highest-level owner, if any; and

(iii) Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

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

Predecessor*
* Predecessor CAGE code may be marked "Unknown."

(3) If the Offeror has more than one immediate owner (such as a joint venture), give the information for each owner (or joint venture participant). If the Offeror has more than one predecessor, provide information for each predecessor in reverse chronological order.

(End of provision)

52.204-91 CONTRACTOR IDENTIFICATION (OCT 2025)

Definitions. As used in this clause—

Commercial and Government Entity code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location (referred to as "CAGE code"); or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA CAGE Branch records and maintains in the CAGE master file (referred to as "NCAGE code").

Unique entity identifier means an identifier used to identify a specific commercial, nonprofit, or Government entity.

(b) Unique entity identifier (UEI). The Contractor shall ensure that its UEI is maintained throughout the life of the contract.

(c) Commercial and Government Entity (CAGE) code. The Contractor shall ensure that the CAGE code is maintained throughout the life of the contract. The Contractor shall request changes to a CAGE code as indicated in the following table.

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

(d) Communicating changes. The Contractor shall communicate any change to its UEI or CAGE code to the Contracting Officer within 30 days after the change, so a modification

can be issued to update the UEI or CAGE code on this contract. A change in the UEI does not necessarily require a novation.

(End of clause)

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

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.229-12, TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)

52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities,

personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

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

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at

any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:
(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer

(OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (OCT 2025)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used

for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services

as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary

changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

Alternate I (DATE XXXX). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes □ No □ DHS FASCSA Order

Yes □ No □ DoD FASCSA Order

Yes □ No □ DNI FASCSA Order

52.240-92 SECURITY REQUIREMENTS (OCT 2025)

(a) This clause applies to the extent that this contract involves access to information classified Confidential, Secret, or Top Secret.

(b) The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, after the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract must be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(e) A subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award. The contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

Alternate I (Deviation Date). If a cost contract for research and development with an educational institution is contemplated, add the following paragraphs (f), (g), and (h) to the basic clause:

(f)(1) If a change in security requirements, as provided in paragraphs (b) and (c), results in a change in the security classification of this contract or any of its elements from an unclassified status or a lower classification to a higher classification, or in more restrictive area controls than previously required, then the Contractor must exert every reasonable effort compatible with the Contractor's established policies to continue performing the work under the contract to comply with the change in security classification or requirements.

(2) If, despite reasonable efforts, the Contractor determines that continuing work under this contract is not practical because of the change in security classification or requirements, the Contractor shall notify the Contracting Officer in writing. Until the Contracting Officer resolves this problem, the Contractor shall continue safeguarding all classified material as required by this contract.

(g) After receiving the written notification, the Contracting Officer shall explore the circumstances surrounding the proposed change in security classification or requirements and must try to work out a mutually satisfactory method so the Contractor can continue doing the work under this contract.

(h) If, 15 days after receipt by the Contracting Officer of the notification of the Contractor's stated inability to proceed, the application to this contract of the change in security classification or requirements has not been withdrawn or a mutually satisfactory method for continuing performance of work under this contract has not been agreed upon, the Contractor may request the Contracting Officer to terminate the contract in whole or in part. The Contracting Officer shall terminate the contract in whole or in part, as may be appropriate, and the termination must be deemed a termination under the terms of the Termination for the Convenience of the Government clause.

Alternate II (Deviation Date). If employee identification is required for security or other reasons in a construction contract or architect-engineer contract, add the following paragraph (f) to the basic clause:

(f) The Contractor is responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

52.240-93 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (OCT 2025)

(a) Definitions. As used in this clause—

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements.

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

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.

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

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

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

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

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

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

(end of provision)