SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER

PAGE 1 OF 78

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE
07/31/2026

4. ORDER NUMBER

5. SOLICITATION NUMBER
19GE5026R0116

6. SOLICITATION ISSUE DATE
07/31/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Wencke Jacobsen

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME
09/10/2026
15:00

9. ISSUED BY
AMERICAN CONSULATE GENERAL FRANKFURT
GIESSENER STRASSE 30
ATTN: RPSO
60435, FRANKFURT, GERMANY

CODE FRANK

10. THE ACQUISITION IS
[X] UNRESTRICTED OR
[ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
[ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
[ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS):
SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %
0 Days: 0.00 %

[ ] 13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ)
[ ] INVITATION FOR BID (IFB)
[X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO

CODE

16. ADMINISTERED BY
RPSO Frankfurt
GA/AM/DMS/FAC RPSO Frankfurt
Bureau of Global Acquisitions
Frankfurt

CODE GAAM

17a. CONTRACTOR/ OFFEROR

CODE

FACILITY CODE

Contact
Telephone No.

UEI:

18a. PAYMENT WILL BE MADE BY
AMERICAN EMBASSY BERLIN
AMERICAN EMBASSY, CLAYALLEE 170
FINANCIAL MANAGEMENT CENTER, ATTN. DBO

14191, Berlin, GERMANY

CODE BERLI00001

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

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES (*Use Reverse and/or Attach Additional Sheets as Necessary*)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Line Information				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

Daniel J Jackson (Affiliate) Digitally signed by Daniel J Jackson (Affiliate)
Date: 2026.08.04 14:09:39 +02'00'

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)
Daniel J Jackson

31c. DATE SIGNED
08/04/2026

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

Section A - Solicitation/Contract Form

Line Item Summary	Solicitation Number: 19GE5026R0116	Contract Number:	Title: Frankfurt exterior painting		Date of Solicitation: 08/04/2026

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: BASE YEAR SERVICES inclusive of Sub CLINs 0001 - 0013				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
002	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: BASE YEAR VAT				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
003	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: BASE YEAR DBA insurance				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
101	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR ONE SERVICES inclusive of Sub CLINs 2001 - 2013				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
102	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR ONE VAT				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
103	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR ONE DBA insurance				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
201	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR TWO SERVICES inclusive of Sub CLINs 1001 - 1013				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
202	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR TWO VAT				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
203	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR TWO DBA insurance				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
301	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR THREE SERVICES inclusive of Sub CLINs 3001 - 3013				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
302	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR THREE VAT				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
303	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR THREE DBA				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
401	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR FOUR SERVICES inclusive of Sub CLINs 4001 - 4013				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
402	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00
	Description: OPTION YEAR FOUR VAT				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
403	PSC: Z1AB PSC Description: MAINTENANCE OF CONFERENCE SPACE AND FACILITIES Type of Contract Pricing: Firm Fixed Price	0.0	EA	$0.00	$0.00

	Description: OPTION YEAR FOUR DBA

	CLIN Funding:	Cost:
Base Totals:	$0.00	$0.00
Exercised Options Totals:	$0.00	$0.00
Unexercised Options Totals:	$0.00	$0.00
Base and Options Totals:	$0.00	$0.00

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SECTION I - THE SCHEDULE

CONTINUATION TO SF-1449
RFP NUMBER 19GE5026R0116
PRICES, BLOCK 23

B. SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ACQUISITION METHOD

This is a commercial acquisition as defined in Federal Acquisition Regulation (FAR) 2.101, Definitions, and as described in FAR part 12, Acquisition of Commercial Products and Commercial Services. Per FAR 12.201-2, Other Procedures, procedures in FAR 15, Contracting by Negotiation are used. The Government intends to use Highest technically rated with a fair and reasonable price approach as per FAR 15.103-3.

B.2 TYPE OF CONTRACT

B.2.1 The Government intends to award one (1) Indefinite Delivery, Indefinite Quantity (IDIQ) for painting maintenance and repairs on US Consulate Frankfurt buildings. The IDIQ contract will consist of a base year (period of 12 months) and a maximum of four (4) option years (periods of 12 months each) payable entirely in the currency indicated by the Contractor in Sub-Section B.8 below in which the offer is made under this solicitation, see Sub-Section B.7

B.2.2 The contract will be for a one base year period from the date of the contract award, and four (4) one-year options periods, which may be exercised by modification to the contract. Including option years in the contract does not obligate the Government to exercise one or all option years.

B.2.3 The actual amount of work to be performed, the time of such performance, the deliverables, and the location of the work shall be determined by the Contracting Officer, who will issue task order request to the Contractor. The only work authorized under this contract is that which is performed after receipt of a formally executed task order which will be followed by a written Notice to Proceed (NTP) from the Contracting Officer. The written NTP will be transmitted by e-mail.

B.2.4 Payments will be made only to the extent specifically authorized in the task order.

B.3 MINIMUM AND MAXIMUM AMOUNTS:

B.3.1 As per FAR 52.216-22 – Indefinite Quantity, the minimum and maximum amounts for this indefinite quantity contract shall be any quantity or combination of supplies and services equal to the amount(s) set forth below. The U.S. Government (USG) makes no guarantee as to the number of orders or actual amount of services that may be requested above the guaranteed minimum value for the life of the contract.

B.3.2 The **minimum** guaranteed order amount: The Government shall order, as a minimum, services in an amount of USD 5,000.00 during the term of this contract. The Government makes no guarantee as to the number of orders or actual amount of services that will be requested above the guaranteed minimum.

B.3.3 The **maximum** ordered amount during the entire life of this contract is USD 15,000,000.00.

B.3.4 The required minimum purchase shall be obligated on a task order at the time the contract is executed. The Contracting Office shall issue the Contractor formally funded executed task orders per requirement / location.

B.4 CONTRACT PRICE

B.4.1 The contractor shall complete all work, including furnishing all labor, equipment and services, unless otherwise specified herein, required under this contract for the firm fixed unit prices indicated below and within the time specified herein. The prices entered in Sub-Sections B.7 below and into Attachment J.2.1 – Price Proposal Breakdown shall include all costs* for labor, profit, and, if applicable, value-added tax (VAT) and Defense Base Act Insurance (DBA).

The price set for each Task Order shall be a firm-fixed price. The task order price shall include any and all costs of labor, materials, equipment, services, travel expenses, insurance (including insurance required by section I and FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), bonds or project sureties, overhead, other indirect costs, and profit.

If applicable, value-added tax (VAT), any other tax required by the local Government, and Defense Base Act Insurance (DBA) shall be specified and included as separate line items. Any costs not priced will be considered to be included in the overhead and other indirect costs.

*NOTE: The Contractor shall be solely responsible for obtaining and paying all costs associated with any Visas, work Visas, work permits and authorization to work in Germany during the entire period of performance of the contract.

B.4.2 Any costs not separately priced will be considered to be included in the individual task order prices as overhead or other indirect cost. No additional sums will be payable on account of any escalation in the cost of equipment, materials, or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the task order prices be adjusted on account of fluctuations in the currency exchange rates.

B.4.3. Changes in the individual task order prices or time to complete will be made only due to changes made by the Government, by delays caused by the USG as determined and approved. by the Contracting Officer, or by mandatory changes by the host country government. (also see Section F.8, "Excusable Delays").

B.4.4 The currency in which the offer is made shall be specified under this solicitation and shall be inserted in **Sub-Section B.8**. The currency shall be fixed and cannot be changed by modification to the contract.

B.4.5 Offerors are also required to submit with their proposals an itemized Cost Breakdown as shown at **Section J – Attachments: J.2.1.**

B.5.1 VALUE ADDED TAX
The contractor shall be responsible for paying to the appropriate authority the applicable rate of Value Added tax. If applicable, offerors shall identify Valued Added Taxes (VAT) as a separate Item Line in Section B.3.1 Pricing and the detailed Price Breakdown - Attachment 2.

The VAT charged to the USG under the VAT line items should be the VAT that German law requires you, the Prime Contractor, to pay to its tax authorities. To be eligible for a VAT line item on this contract, you must provide a VAT registration number upon registration. If VAT is charged to you, the Prime Contractor, by your local subcontractor, effectively VAT should be included as part of your cost proposal and reflected in Design and Construction CLINs.

Any VAT paid to the Contractor will result in the USG presenting the Contractor's invoice to local authorities for reimbursement of the output VAT under the terms of the Vienna Convention on Diplomatic Relations. Therefore, please ensure you have authorization to collect VAT on behalf of German authorities and verify that the amount is correct, as there will be no upward adjustments to the contract price. If local laws require VAT payment on only a small fraction of the contract amount, please share the relevant law and its implementing regulations with the USG Contracting Officer for review.

The contractor will be reimbursed for VAT only to the extend listed in the contract and upon contractor provides documentary proof that VAT has been paid to the host Government against a valid registration number and only up to the amount quoted in section B.3.1 and detailed Price Breakdown - Attachment 2 Any refund to the contractor shall be paid over to the Government to the extent the Government reimbursed the contractor for VAT payment.

The Contractor shall only insert VAT amounts in VAT CLINs if you have or will obtain a German VAT registration number allowing you to collect VAT on behalf of the German authorities. If actual work will be performed by a subcontractor pursuant to DOSAR 652.242-73(b) and that party charges VAT to you, the Contractor, then that is input VAT, which should be included as part of your price proposal in construction CLINs. In this case, VAT CLINs should reflect a VAT amount of $0.00.

The VAT shall also be reflected as a separate cost item on all invoices submitted under the resulting Task Orders.

B.5.2 EXCISE TAX

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% pursuant to 26 U.S.C. 5000C.

B.6 DEFENSE BASE ACT (DBA) INSURANCE

B.6.1 DBA insurance is required for all United States citizens or residents and individuals hired in the United States, regardless of citizenship for any construction and services for U. S. overseas contracts over US $10,000.00. Only the countries listed currently on the Department of Labor's (DOL) Active DBA Waivers are not required to have DBA insurance for Host Country Nationals

(HCNs) and Third Country Nationals (TCNs) working overseas. (See website for country waivers: https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm).

B.6.2 The DBA insurance may be obtained from any authorized DBA insurance broker, see Sub-Section I.12, FAR 52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984). New DBA insurances policies can be purchased directly from any DOL (Department of Labor) approved insurance carrier. A list of DOL approved carriers may be found at http://www.dol.gov/owcp/dlhwc/lscarrier.htm.

B.6.3 The Contractor will be reimbursed for DBA only to the extent the contractor provides documentary proof that DBA has been paid and only to the extent quoted in the Price Schedule.

B.6.4 DBA insurance cost will be evaluated as part of the total evaluated fixed price and included in the fixed price of the contract. Where DBA is applicable, the Contractor will be required to provide evidence of insurance (certification of coverage and a paid invoice) within 30 calendar days from the date of award.

NOTE: Germany is listed on the DOL Active DBA Waiver list and DBA insurance is not required for Local Nationals and Third Country Nationals performing under this contract. DBA Insurance is required for US Nationals performing under this contract.

B.7 PRICE SCHEDULE

B.7.1 Base Year

CLIN	Sub CLIN	Description of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total Est. Price
001						
	0001	**Power Washings:** Pressure washing of vertical surfaces in preparation for painting.	Sqm	50,000		
	0002	**Cement Stucco Repair:** Repair of existing cement stucco surfaces with like materials.	Sqm	2,000		
	0003	**Resin Plaster Repair:** Repair of existing Resin Plaster surfaces with like materials.	Sqm	2,000		
	0004	**Surface Preparation**	Sqm	50,000		
	0005	**EIFS System Replacement:** Replacement of existing damaged EIFS system to include insulation, fasteners, and reinforcement.	Sqm	500		
	0006	**Exterior Painting**: Prime coat + Base Coat + Finish Coat	Sqm	50,000		
	0007	**Misc. Metals Painting:** Painting of miscellaneous metal doors and façade elements including preparation, priming, painting	Sqm	500		
	0008	**Joint Sealant Replacement**	Lm	1,000		

	0009	**Scaffold**	Sqm	50,000		
	0010	**ADDITIONAL WORK:** Protective covering of adjacent surfaces, made of plastic floor covering or masking felt.	Sqm	10,000		
	0011	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	0012	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	0013	Hilfsarbeiter (Laborer) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
002		VAT 19%	lot	1		
003		DBA	Each/Year	1		
		Total Services Base Year				

B.7.2 Option Year one

CLIN	Sub CLIN	Description of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total Est. Price
101						
	1001	**Power Washings:** Pressure washing of vertical surfaces in preparation for painting.	Sqm	50,000		
	1002	**Cement Stucco Repair:** Repair of existing cement stucco surfaces with like materials.	Sqm	2,000		
	1003	**Resin Plaster Repair:** Repair of existing Resin Plaster surfaces with like materials.	Sqm	2,000		
	1004	**Surface Preparation**	Sqm	50,000		

	1005	**EIFS System Replacement:** Replacement of existing damaged EIFS system to include insulation, fasteners, and reinforcement.	Sqm	500		
	1006	**Exterior Painting**: Prime coat + Base Coat + Finish Coat	Sqm	50,000		
	1007	**Misc. Metals Painting:** Painting of miscellaneous metal doors and façade elements including preparation, priming, painting	Sqm	500		
	1008	**Joint Sealant Replacement**	Lm	1,000		
	1009	**Scaffold**	Sqm	50,000		
	1010	**ADDITIONAL WORK:** Protective covering of adjacent surfaces, made of plastic floor covering or masking felt.	Sqm	10,000		
	1011	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	1012	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	1013	Hilfsarbeiter (Laborer) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
102		VAT 19%	lot	1		
103		DBA	Each/Year	1		
		Total Services Option Year One				

B.7.3 Option Year two

CLIN	Sub CLIN	Description of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total Est. Price
201						
	2001	**Power Washings:** Pressure washing of vertical surfaces in preparation for painting.	Sqm	50,000		
	2002	**Cement Stucco Repair:** Repair of existing cement stucco surfaces with like materials.	Sqm	2,000		
	2003	**Resin Plaster Repair:** Repair of existing Resin Plaster surfaces with like materials.	Sqm	2,000		
	2004	**Surface Preparation**	Sqm	50,000		
	2005	**EIFS System Replacement:** Replacement of existing damaged EIFS system to include insulation, fasteners, and reinforcement.	Sqm	500		
	2006	**Exterior Painting**: Prime coat + Base Coat + Finish Coat	Sqm	50,000		
	2007	**Misc. Metals Painting:** Painting of miscellaneous metal doors and façade elements including preparation, priming,painting.	Sqm	500		
	2008	**Joint Sealant Replacement**	Lm	1,000		
	2009	**Scaffold**	Sqm	50,000		
	2010	**ADDITIONAL WORK:** Protective covering of adjacent surfaces, made of plastic floor covering or masking felt.	Sqm	10,000		
	2011	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	2012	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	2013	Hilfsarbeiter (Laborer) hours for unforeseen work not included in the standard line items	HR	40		

		In: ADDITIONAL WORK THROUGHOUT THE BUILDING				
202		VAT 19%	lot	1		
203		DBA	Each/Year	1		
		Total Services Option Year Two				

B.7.4 Option Year three

CLIN	Sub CLIN	Description of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total Est. Price
301						
	3001	**Power Washings:** Pressure washing of vertical surfaces in preparation for painting.	Sqm	50,000		
	3002	**Cement Stucco Repair:** Repair of existing cement stucco surfaces with like materials.	Sqm	2,000		
	3003	**Resin Plaster Repair:** Repair of existing Resin Plaster surfaces with like materials.	Sqm	2,000		
	3004	**Surface Preparation**	Sqm	50,000		
	3005	**EIFS System Replacement:** Replacement of existing damaged EIFS system to include insulation, fasteners, and reinforcement.	Sqm	500		
	3006	**Exterior Painting**: Prime coat + Base Coat + Finish Coat	Sqm	50,000		
	3007	**Misc. Metals Painting:** Painting of miscellaneous metal doors and façade elements including preparation, priming,painting.	Sqm	500		
	3008	**Joint Sealant Replacement**	Lm	1,000		
	3009	**Scaffold**	Sqm	50,000		
	3010	**ADDITIONAL WORK:** Protective covering of adjacent surfaces, made of plastic floor covering or masking felt.	Sqm	10,000		
	3011	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		

	3012	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	3013	Hilfsarbeiter (Laborer) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
302		VAT 19%	lot	1		
303		DBA	Each/Year	1		
		Total Services Option Year 3				

B.7.5 Option Year four

CLIN	Sub CLIN	Description of Service	Unit of Measure	Estimated Quantity	Price per Unit	Total Est. Price
401						
	4001	**Power Washings:** Pressure washing of vertical surfaces in preparation for painting.	Sqm	50,000		
	4002	**Cement Stucco Repair:** Repair of existing cement stucco surfaces with like materials.	Sqm	2,000		
	4003	**Resin Plaster Repair:** Repair of existing Resin Plaster surfaces with like materials.	Sqm	2,000		
	4004	**Surface Preparation**	Sqm	50,000		
	4005	**EIFS System Replacement:** Replacement of existing damaged EIFS system to include insulation, fasteners, and reinforcement.	Sqm	500		
	4006	**Exterior Painting**: Prime coat + Base Coat + Finish Coat	Sqm	50,000		
	4007	**Misc. Metals Painting:** Painting of miscellaneous metal doors and façade elements including preparation, priming,painting.	Sqm	500		
	4008	**Joint Sealant Replacement**	Lm	1,000		
	4009	**Scaffold**	Sqm	50,000		
	4010	**ADDITIONAL WORK:** Protective covering of adjacent surfaces, made	Sqm	10,000		

		of plastic floor covering or masking felt.				
	4011	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	4012	Meister (Skilled master / Supervisor) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
	4013	Hilfsarbeiter (Laborer) hours for unforeseen work not included in the standard line items In: ADDITIONAL WORK THROUGHOUT THE BUILDING	HR	40		
402		VAT 19%	lot	1		
403		DBA	Each/Year	1		
		Total Services Option Year Four				

Total Base year	
Total OY1	
Total OY2	
Total OY3	
Total OY4	
GRAND TOTAL Base and all Option years	

B.8 CURRENCY

The currency shall be fixed and cannot be changed by modification to the contract.
The offeror shall insert the prices into to the price schedule in Sub-Section B.7, and the currency in which the offer is made, below:

Currency: _____

[Task orders will be issued in the same currency as the currency provided at the time of proposal submission]

B.9 COST OF MATERIALS / EQUIPMENT

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed firm fixed price.

C. STATEMENT OF WORK

C.1.1 SUMMARY

A. The U.S. Consulate General Frankfurt has a requirement for painting maintenance and repairs on existing historic and modern buildings located on the Consulate compound, three government-owned private residences, and at the American Consulate General housing area, named "Siedlung", in Frankfurt, Germany. The Contractor shall furnish services pursuant to Delivery Orders issued by the Contracting Officer. The Contractor shall furnish and apply all materials required by this contract, unless the contract states that materials and equipment will be provided by or work performed by the Government or by others under separate contracts.

B. Locations (See attachment J.21 for a list of buildings and attachment J2.2 for site plans): Work shall be located at the U.S. Consulate General Compound, Frankfurt, Germany, including;

1. Chancery Compound (COB) – The buildings of the Consulate used for official activities, located at Giessener Str 30, Frankfurt, 60435;
2. CGR – The Consulate General's Residence, located at Zeppelin Allee 107, Frankfurt, 60487;
3. DPOR – The Deputy Principle Officer's Residence located at AM Leonardsbrunn 18, Frankfurt, 60487;
4. Frauenlob 9 Residence located at Frauenlobstr 9, Frankfurt, 60487;
5. U.S. Consulate Apartment Compound (also known as the Carl Schurz Siedlung Housing Campus) – includes (32) Apartment buildings, the Field House, and the Becher 19 mixed use building.

C. Facades consist of mostly of painted multi-layer stucco plaster of concrete/masonry substrates with the exception of the Multipurpose building and the 22 newly installed facades on the Siedlung which consist of exterior insulated finish systems (EIFS) with painted multi-layer stucco over XPS/EPS exterior insulation systems. Stone water tables are present on a majority of the buildings on the COB compound.

D. IDIQ Services Procedures. Task orders shall be authorized and issued by the Contracting Officer after receiving a detailed written proposal from the Contractor.

1. Government Statement of Work. When the U.S. Government has work to be performed under the IDIQ portion of this contract, the COR shall issue a detailed statement of work to the Contractor.
2. The Contractor will be asked to submit a cost proposal when given a t scope of work for a task.
3. The Contracting Officer will negotiate and develop firm-fixed-priced task orders for each task that needs to be performed.
4. All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any order.

E. Specific work will be outlined in individual scopes of work associated with each task order but include façade painting maintenance and repairs tasks including, but not limited to, the following:

1. Façade Access: Installation of stationary, mobile, or swing scaffold to access the specified area of work. Use of mobile man-lifts is also acceptable but subject to

access limitations depending on the area of work.

2. Installation of temporary protection on façade areas and adjacent surfaces not specified to receive new coatings/treatments.
3. Inspection of plaster damages, cracks, and panelized areas by mechanical sounding of the plaster to confirm attachment to the concrete substructure.
4. Inspection of metal control/reveal joints, perimeter edge metal, and through-plaster penetration flashings for damages.
5. Removal of loose, cracked and damaged plaster.
6. "V" cut cracks to sound material.
7. Removal by saw-cuts loose, damaged, corroded metal control/revel joints. Replace metal control/revel joints and expanded metal lath to match original alignment.
8. Clean/Pressure wash plaster wall areas and allow to dry. Clean/Pressure wash any lower windows, doors, and façade areas affected by plaster work above.
9. Perform repairs where the multi-layer stucco plaster has been damaged or removed and allow to fully cure. Perform a water-spray curing process.
10. Perform paint color mock-up areas before applying final primer and finish paint on stucco plaster walls
11. Installation and replacement of backer rod and sealant in joints between plaster and window/door- steel/aluminum frames.
12. Paint miscellaneous façade-related ferrous metals
13. Perform construction cleaning of all areas in the work zone including but not limited to windows, windowsills, doors, stairwells, and lawn areas.

C.1.2 SUBMITTALS: (FOR INDIVIDUAL TASK ORDERS)

A. Contractor's executed bonds and insurance certificate.
B. Contractor's crew individual identification information for background checks.
C. Submit list of all mechanical, electrical, rigging, and all other subcontractors with evidence of subcontractor's insurance coverage.
D. Project schedule showing work phasing and proposed daily progress.
E. Project Safety Plan (PSP)
F. Material manufacturers and accessory product data sheets.
G. Warranty: There are no provisions to re-certify any existing material warranties of the original facade system elements. The Contractor shall provide a written five-year workmanship warranty after date of substantial completion to cover the painting maintenance and repair areas to be free of leaks and defects.

C.1.3 SUBSTITUTIONS AND PRODUCT OPTIONS:

A. Contractor's Representation: Request for substitution constitutes a representation that Contractor:
   1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
   2. Shall coordinate installation of accepted substitution into Work and make such other changes as may be required for Work to be complete in all respects.
   3. Waives all claims for additional costs, under his responsibility, related to substitution which subsequently becomes apparent.
   4. If substitution is not approved or accepted, Contractor shall furnish specified product.

B. Substitutions:
   1. During Solicitation only written requests for substitutions of products in place of those specified will be considered. Such requests must be received at least two weeks prior to Proposal Date. Requests received after that time will not be considered. Approval of substitutions will be set forth in an Amendment.
   2. Requests for substitutions supported with complete data, drawings, and appropriate samples shall include data listed below:
      a. Product description, performance and test data, and applicable reference standards.
      b. Changes required in other elements of Work because of substitution.
      c. Effect on construction schedule.

C. Product Options: For products specified by naming several products or manufacturers, select any product and manufacturer named.

C.1.4 CONTRACT ADMINISTRATION

A. The Contractor shall not conduct any work that is beyond the Statement of Work and accompanying contract documents unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor beyond this SOW and accompanying contract documents without direction from the CO will be at the Contractor's own risk and at no cost to the Government.

B. The Contracting Officer shall provide a Notice to Proceed (NTP) to the Contractor. No work shall commence until the NTP is issued by the CO.

C. The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative (COR). The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.

D. The U. S. Government does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

E. The U. S. Government's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

F. The Contracting Officer has the authority to issue a temporary stop order during the execution of any phase of this SOW. This authority may be executed when the U. S. Government requires time for official functions or is in possession of specific credible information indicating that the lives of U. S. Government personnel are immediately threatened, and that the execution of the project will increase the U. S. Government's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

G. If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The U. S. Government may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the U. S. Government that is directly related to the performance of such service or terminate the contract for default.

H. The U. S. Government has the right to terminate this contract for convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the U.S. Government.

I. All documentation produced for this project shall become the ownership of the U.S. Government at the completion of this project.

C.1.5 QUALITY CONTROL:

A. The Government has the right to inspect and test all services, to the extent practicable at all times and places during the work. Consulate Facility Management staff may perform full time quality assurance inspections and tests during construction to confirm the work is installed according to the Scope of Work.

B. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.

C. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.

D. The Work shall be governed by the U.S. Consulate General Frankfurt, Germany. All work is to be in compliance with International Codes and standards, which includes the most recent published edition of the OBO Building code, National Fire Prevention Association (NFPA), International Fire Code (IFC), International Building Code (IBC) , International Mechanical Code (IMC), International Plumbing Code (IPC), National Electrical Installation Standards (NEiS), National Electrical Safety Code (NESC), Standard for Electrical Safety in the Workplace (NFPA-70E) and National Electric Code (NFPA-70) as amended by OBO, also are applicable. Should there be a discrepancy between the US Government Specifications and the applicable Building Code, the more stringent of the two shall govern.

E. The Contractor is responsible for compliance with all Building Codes; Work not in compliance with the Codes shall be deemed to be unacceptable.

F. The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.

G. Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.

H. The Contractor shall be and remain liable to the U. S. Consulate in accordance with applicable law for all damages to the U. S. Consulate caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the U. S. Consulate provided for under this contract are in addition to any other rights and remedies provided by law.

C.1.6 STORAGE OF MATERIALS:

A. Proper storage of materials is the sole responsibility of Contractor. Keep all labels intact and legible, clearly showing the product, manufacturer, and other pertinent information.

B. Store materials on site. Cover and protect materials subject to damage by weather, including during transit. Stored materials shall be available for inspection.

C. Store flammable and volatile liquids in sealed containers located a minimum of 20 feet from existing buildings.

D. Liquid products shall be delivered sealed, in original containers. Store roll goods in an upright position.

E. Secure equipment, material, and debris to prevent movement by wind or other elements.

F. Hazardous Materials that present physical or health hazards, including but not limited to, flammable, explosive, corrosive, toxic, reactive, or unstable substances, as well as

any operations that create contamination inside an occupied building (e.g., dust from demolition, paints, solvents, etc.). The use of hazardous materials or work that generates hazardous conditions must have a control plan submitted to and approved by the COR.

C.1.7 TEMPORARY FACILITIES:

A. The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.

B. Temporary Water:
   1. Make arrangements with Consulate for water required for construction. Consulate will pay for cost of water.
   2. Coordinate all water service disruptions with the Facility Manager a minimum of 48hrs in advance.
   3. Provide hoses for conveyance.

C. Temporary Electrical
   1. Electrical service is available adjacent to the project site. Service is 220V ac, 50Hz.
   2. Arrange with the Consulate for temporary electrical service. The Consulate will pay energy charges for temporary power and lighting.
   3. Notify the Consulate prior to each required interruption of mechanical or electrical services in the building.
   4. Provide all necessary temporary wiring extensions and temporary lighting devices.

D. Temporary Ladders, Chutes, Scaffolds, Hoists and Cranes:
   1. Furnish and maintain temporary ramps, scaffolds, hoists, or chutes as required for proper execution of Work.
   2. Restrict debris removal to Consulate -approved area of building site.
   3. Restrict location of equipment to areas as approved by the COR.
   4. Such apparatus, equipment, and construction shall meet requirements of applicable federal, state, and local safety and labor laws.
   5. Ladders are required to be non-conductive fiberglass construction with a load capacity (duty rating) of no less than 250 pounds (113kg)
   6. Provide overhead protection at all building entrances in the work area.
   7. Scaffolding:
      a. Initial Inspection: After the scaffolding is completed, it must be inspected by a qualified person to verify proper assembly and safe functionality. This inspection ensures compliance with all safety requirements and standards.

      b. Marking and Documentation: After the final inspection, the scaffolding must be clearly marked in a visible location (preferably at the access point). The label must include at least the following information:
         i. Whether the scaffolding is authorized for use or not.
         ii. The name and signature of the authorized person who performed the inspection

iii. The address and phone number of the scaffolding contractor
iv. The type of scaffolding, load class, and width class
v. Any usage restrictions
vi. Warning notices
vii. The date of inspection

c. Scaffold users are required to conduct a daily visual inspection and, if necessary, a functional check by a qualified person before use. This inspection is to identify any obvious defects and ensure safe functionality based on the specific intended use. The inspection must be documented.

C.1.8 PROJECT PROCEDURES:

A. The Consulate will be occupied during the entire period of construction for the conduct of normal, daily operations. The contractor shall conduct his operations so as to ensure the least inconvenience to Consulate occupants.
B. Working Hours: Working hours are 0800-16:30 Monday – Friday excluding holidays.
C. Contractors shall take precautions to avoid excessive noise or vibration that would disturb the occupants. When directed by the COR, Contractor shall perform certain operations at designated time of day or night in order to minimize disturbance.
D. Measurements: Contractor is to field verify all drawings prior to the commencement of the work.
E. The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager is required to be German and English-speaking and shall be approved by the COR.
F. The Project Site Manager and Safety Representative shall attend all project meetings, prepare weekly status update reports on the project and submit them to the COR. Status reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, personnel safety reports, and any other pertinent information required to report the progress of performance.

C.1.9 PROJECT SAFTEY:

A. Contractor is responsible for safety and shall comply with US Consulate General requirements, US Army Corp of Engineers (USACE) Safety Manual (EM 385-1-1), U.S. OSHA Regulations and all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. Contractor shall prepare a Project Safety Plan to cover total project safety to be reviewed and approved by the Contracting Officer Representative (COR), and U.S. Consulate Post Occupational Safety and Health Officer (POSHO).
B. Contractor shall furnish Personal Protective Equipment (PPE) for each employee as required for the specific job type and in accordance with (IAW) relevant OSHA regulations.
C. All external personnel assigned to a project are required to participate in a mandatory online safety briefing conducted by the POSHO Safety Office. This safety training must be completed prior to the project start date and the commencement of any work activities.
   1. Personnel joining the team after the project has commenced must also complete this training before undertaking any tasks.
   2. Work conducted without prior safety training is strictly prohibited and will be immediately suspended upon discovery.

3. The safety briefing may be found at the following link; https://forms.office.com/g/shZ4sLh5Kn

D. Project Safety Plan (PSP): The Contractor shall prepare a PSP for each individual task order and shall designate a Safety Representative, who will be on site through the duration of the work, to be responsible for implementation of proper health, safety, and sanitation procedures throughout the contract period of performance. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.

E. Electrical Safety: All electrical work must always be conducted in a "de-energized" state whenever possible and secured using the Lockout/Tagout (LOTO) system/procedure. Energized work must be handled with special precautions as outlined below.

1. Locks and tags must be applied to the equipment's energy isolation points or control panels. The tags must prominently display a warning message, along with the company name and the technician's name. LOTO devices may only be removed by the individual who applied them.
2. Energized Work can only be performed if the supervisor requests an Energized Work Permit (EWP) at the Post Occupational Safety and Health Officer (POSHO) at least 24 hours prior to the scheduled start of work. The COR must assist the contractor in obtaining the necessary documents.

F. Hot Work: A hot work permit must be requested from the contractor at least 24 hours prior to the start of the work. The COR must assist the contractor in obtaining the necessary documents.

G. Confined Space: To enter confined spaces, the contractor must complete the required approval documents Post Approved Confined Spaces (PACS) entry permit at least 48 hours before entry and must be approved by the POSHO. The COR must assist the contractor in obtaining the necessary documents.

H. Fall Prevention: For fall heights, suitable protective measures must be taken to minimize the risk of accidents.

1. Elimination (Physically remove the hazard)
2. Substitution (Replace the hazard)
3. Engineering Controls (Isolate people from Hazard)
4. Administrative Controls (Change the way people work)
5. PPE (Protect the worker with Personal Protective Equipment

C.1.10 PROJECT SECURITY:

A. Personnel Clearances:

1. A Visit Authorization Request (VAR) will be required for all contractor personnel prior to entry. Contractors shall forward the following information to the COR: full name, date and place of birth, Government Identification Card, name of employer, position/discipline.
2. Personnel Security for Work at the COB. After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors that may be assigned to individual task orders for the COB under this contract along with a completed Personal History Statement (see Attachment J.2.3 – RSO Background Check Requirements) for the U.S. Government to conduct all necessary background checks. The requirements of the background checks are subject to change as deemed necessary by the U.S. Government and includes, but is not limited to, a credit check (Schufa). The

U.S. Government may require up to 60 days to perform first-time background checks for such clearances. The first check results are valid for one year, the second and following checks are valid for two years each.

3. As part of the submission process the Contractor will provide a guaranteed minimum number of personnel that will be used to perform the duties in each location with a justification for that number.
4. Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the U.S. Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

B. Vehicle Clearances: Submit authorization requests, to include dates, vehicle type, license number, and driver name, for each motorized vehicular implement used on-site.

C. Access to Site: Contractor shall have limited access to or be admitted into the compound outside the areas designated for the project except with permission by the Consulate.

D. Procurement/Storage: Materials shall be procured by NON-SECURE or local means and stored NON-SECURE. All materials may be inspected prior to use on the project.

E. Work adjacent or within secure areas: Work adjacent or within secure areas may require additional security measures including but not limited to the following.

1. Work under the escort of cleared American escorts.
2. Window coverings.
3. Anti-climb barriers on scaffolding.

C.2 PART TWO - PRODUCTS

C.2.1 FAÇADE MAINTENACE CLEANING & PROTECTION

A. Power Washer: minimum 3500 PSI / 250cc gasoline powered engine mounted on wheels with 10 meter hose and adjustable spray pressure nozzle

B. Water: H2O - Water shall be potable, clean, free from injurious amounts of oil, acids, soluble salts, and organic impurities.

C. Cleaning Solutions: Dilute cleaners with water to produce solutions not exceeding 1:10 dilution concentration recommended in writing by chemical-cleaner manufacturer, such as, ProSoCo "EnviroKlean" All-Surface Cleaner

D. Miscellaneous Temporary Protection Materials:

1. Sheet Plastic: 6mil Polyethylene - clear
2. Masking Materials: Non-staining, nonabsorbent material; compatible with chemical solutions being used and substrate surfaces; and easily removable, including adhesive.

C.2.2 PLASTER

A. Cement Stucco: For non-EIFS Facades

1. Base Coat and Scratch Coat: Approximate 3:1 sand cement ratio. Consistency, texture, and constituent make-up as existing.
2. Finish Coat: Consistency, texture, color, appearance, and constituent make-up as

existing, with exposed aggregate finish.

B. Resin Plaster: For EIFS Facades

1. Reinforcement layer and finish layer plastering made of silicone resin plaster including the necessary preparation of the sublayer.
   a. Thermal conductivity: 0.026 W/(mxK)
   b. Format: 1000 x 500 mm
   c. Panel thickness: 120 mm
   d. Adhesive mortar: ETICS powder adhesive 3550
   e. Manufacturer: Caparo

C. Metal Control/Reveal Joints and Corner Beads: ASTM C1047, except form of 0.39 mm (0.015 inch) thick zinc coated (galvanized) steel sheet with flanges not less than 22 mm (7/8 inch) wide with punch-outs and expended lath flange extensions to provide plaster bond. Match existing reveal joint 25mm width by 20mm depth.

D. Fasteners for securing metal items to concrete substrate shall be a pre-assembled drive anchor with a stainless steel drive screw, 6mm [1/4-inch] diameter, 38mm [1-1/2-inch] length) and a stainless steel washer (1-1/8-inch diameter).

E. Related Materials:

1. Non-shrink Grout: Nonshrink, noncorrosive, grouting compound; CRD-C-621, Type D, such as "Sonogrout 10K", Sonneborn Building Products.
2. Epoxy Grout: Factory-formulated epoxy emulsion crack fillers compatible with substrate and finish-coat materials indicated.
3. Fiberglass Mesh Tape: Woven fiberglass mesh fabric, 0.50mm thickness

C.2.3 EXTERIOR FACADE PAINT

A. Provide primers, grout filler-sealers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, based on testing and field experience.

B. Design Base Material Quality: STOCORP Lotusan or Caparol Muresko as required in individual task orders or equal best quality grade of various types of coatings. Materials not displaying manufacturer's identification as a standard, best-grade products will not be acceptable.

1. Primer Coat: as specified by the paint manufacturer for the specific surface conditions.
2. Base & Top Coat: Caparol Muresko Universally applicable, silicone resin facade paint
3. Colors: All colors are to match existing unless specified differently in individual task orders.
   a. COB:
      i. Primary: Caparol Muresko Cognac 18
      ii. Base: Caparol Muresko Marone 12, Caparol Atlantis 14
   b. CSS: As outlined in attachment J-4, CSS Façade Paint Schmee.

C. Paint Mixing:

1. Prepare painting materials in accordance with manufacturer's directions.
2. Maintain containers used in mixing and application of paint in clean condition, free of foreign materials and residue.
3. Stir materials before application to produce mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

C.2.4 DOOR/WINDOW SEALANTS AND MISCELLANEOUS METALS PAINTING

A. Joint Backing: Closed cell non-gassing polyethylene foam rod, over-sized 30 to 50 percent for joint size, compatible with sealant, sized and shaped to provide proper compression by "Sonolastic Soft Backer-Rod" by Sonneborn.

B. Sealant: Single component, non-sag elastomeric polyurethane sealant, as recommended or supplied by membrane manufacturer for use in making airtight and watertight seals such as Dynatrol I by Pecora Corp. color to match finish of wall paint.

C. Ferrous Metal Painting:

1. Primer: Rust Inhibitive 100 percent acrylic resin primer such as "Metalclad Interior-Exterior Acrylic Latex Flat Primer & Finish #41702", Devoe & Raynolds Co. aluminized
2. Two Coats Finish: Sherwin Williams "SherLastic" 100% Acrylic Elastomeric Masonry Coating; Color to match existing.

C.3 PART THREE – EXECUTION

C.3.1 PREPARATION OF SUBSTRATE

A. All areas of the existing surfaces shall be thoroughly prepared to receive a new paint system. Surface preparation is the most critical procedural requirements in paint applied coating systems.

B. Inspect the existing condition of the painted exterior walls surfaces and metal components to determine the areas, which require special cleaning to remove excessive loose plaster, stains, flaked paint, rust, scratches and cracks. Facade walls require high pressure washing to be applied before repainting.

C. Mask/protect areas where plaster removal and paint stripping is not desired, including adjoining surfaces where overspray may travel. Polyethylene (plastic sheets) and masking tape create an effective barrier. Plants and other foliage should be covered or rinsed thoroughly before and during application.

D. Fire extinguishers shall be kept on-site at all times during repair operations.

E. Repairs shall be applied in temperatures above fifty degrees Fahrenheit (50°F / 10°C).

C.3.2 REMOVALS

A. Contractor shall determine the condition of the existing substrate. All defects in the substrate shall be corrected before maintenance and repair work commences. Areas of deteriorated substrate, porous or other affected materials must be removed and replaced with new to match existing.

B. Remove abandoned and obsolete equipment. Mask-off equipment to remain.

C. Remove all loose stucco plaster particles, delaminated paint, efflorescence, mold, mildew and other foreign materials. Areas shall be first sounded, scraped, swept clean, and then thoroughly power washed.

D. Remove softened/lifted paint using a scraper. Agitate tough to remove residue with a stiff nylon brush or scouring pad, paying particular attention to cracks, crevices and grooves.

E. Remove corroded metal control/reveal joints and corner beads. Saw-cut end sections to prepare for new metal repair sections.

F. Remove loose paint, where the plaster is peeled off from the substrate, remove plaster down to stable state or concrete substrate. Cut "V" shaped incisions following hairline plaster cracks.

G. Rake out joints to depths equal to 2-1/2 times their widths, but not less than 25 mm (1-inch), nor less than that required to expose sound, weathered plaster. Route out cracks to a depth of a minimum of 6 mm by 6 mm (1/4-inch by 1/4-inch).

H. Do not stockpile debris. Promptly dispose of obsolete equipment and debris at locally authorized disposal sites each day.

C.3.3 POWER WASHING

A. The stripped surface must be thoroughly rinsed with clean water. Exterior surfaces should be rinsed with a power washer.

B. Spray Equipment: Use high power adjustable pressure washer with a minimum 3500 PSI (Pounds per Square Inch) mechanical spray device. Use spray equipment that provides controlled application at volume and pressure measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage surfaces, including joints.

C. Brushes: Use only natural-fiber or plastic-bristle brushes, as recommended by cleaning and finish product manufacturers, that will not damage existing finishes. Use soft cloth for cleaning aluminum or steel. Only use processes recommended by the glazing manufacturer for cleaning the existing glazing. Do not use wire brushes.

D. Proceed with cleaning in an orderly manner; work from bottom to top of facade width and from one end of each elevation to the other. Ensure that dirty residues and rinse water does not wash over dry, cleaned surfaces.

E. Perform each cleaning method in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.

C.3.4 PLASTER REPAIR

A. Repair cracks, holes and surface defects on stucco plaster walls surfaces. Patch, plaster and restore damaged wall's areas and prepare surfaces for painting. Repaired areas shall be blended into surrounding areas.

B. Control/Reveal Joints and Corner Bead Repair: Attach metal flanges with expanded mesh directly to the concrete substructure, butt ends to existing sections and fasten at 200mm on center and minimum 25mm from end of metal.

D. Prepare surfaces by water misting existing plaster and substrates adjacent to repair area. Sequence plaster application with the installation and protection of other work so that neither will be damaged by the installation of the other.

E. Completely fill panel area between control joints to receive new plaster with material in a minimum of two lifts. Ensure all voids and entrapped air are eliminated.

F. Apply finish coat of plaster over repair materials to provide finished appearance to match existing. To ensure that the repaired area blends into the surrounding surface, provide sufficient crest over the opening to allow for shrinkage. The patch shall be feathered to zero at the edges using a brush, knife, or trowel, to prevent the repaired opening from telegraphing through the subsequent finishes.

G. Tolerances: Do not deviate more than 3mm (1/8-inch) in 3M (10 feet) from a true plane in finished plaster surfaces, as measured by a 3M (10 foot) straightedge placed at any location on surface.

H. Cure repaired and existing plaster surfaces by spray misting for three consecutive days. Allow plaster surfaces to dry thoroughly before painting.

C.3.5 PAINTING MAINTENANCE

A. The facade painting shall have a like new smoothness and constancy of surface smooth texture. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

B. Façade Finish Paint Mock-up: Provide two sample panel areas (1m x 1M each); prepare, plaster patch, prime, and paint for approval. If approved, mock-up areas may be incorporated into final finish work.

C. Provide finish coats which are compatible with prime paints used:

1. Brush: Use a nylon/polyester brush. Avoid over-brushing which causes air bubbles.
2. Roller: Use a 12mm to 30mm (½" to 1½") nap synthetic roller cover. Avoid rapid rolling which causes bubbling. The substrate and its condition will determine the application procedure.
3. Spray: Use of spray equipment shall be reviewed and approved in advance.

D. Apply a two-coat application with overnight drying between coats to minimize pinholes. Apply additional coats when undercoats, stains, or other conditions show through final coat of paint, until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

E. Scheduling Painting:

1. Apply primer coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between successive coats to permit proper drying.
3. Do not recoat until paint has dried to where it feels firms, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

F. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate to establish required dry film thickness as indicated.

G. Completed Work: Match approved mock-up for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

C.3.6 DOOR AND MISCELLANEOUS METAL PAINTING

A. Perform appropriate repair of rusted surfaces of metal components, remove rust and stains, remove loose paint, remove dirt. Make sure the metal surfaces are brushed up properly, cleaned and prepared for painting.

B. Apply one coat of rust inhibitive primer to the metal surfaces to prevent rust expansion in the future.

C. Apply two finish coats of paint to match existing façade.

C.3.7 JOINT SEALANT REPAIR

A. During repainting work, existing conditions maybe encountered which are not known or are unforeseen, These conditions may consist of damage or deterioration of the door and window substrate or surrounding materials.

1. Use a knife or razor scraper to cut away thick portions of sealant beads on surfaces and in joints, leaving a 1/16 inch of sealant on the substrate surface. Do not cut through depth of sealant. Do not contact knife with substrate.

2. Use a plastic scraper or wooded pallet to scrape paint form substrate to remove sealant.

3. Use a damp cotton rag to scrub the surface to remove remaining remnants of sealant.

4. Wipe area where sealant was present with cotton rag soaked in denatured alcohol.

B. Remove excess and migrating joint sealing compounds, dirt, and foreign substances. Repair damaged areas of factory-applied finishes to match existing.

C. Sealant Joint Backing: Three-sided adhesion of sealant is not permitted to achieve required joint depths, restrict depth of joints by use of joint backer rod. Where joint backing material is not feasible due to insufficient clearance or depth, install bond preventive material in joint.

D. Sealant Application: Apply sealant in uniform continuous bead without gaps or air pockets, following manufacturer's instructions for type of sealant. Provide uniform cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

E. Sealant Tooling: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform to eliminate air pockets and ensure contact and adhesion of sealant with sides of joint. Remove excess sealant from surfaces adjacent to joint.

C.3.08 FIELD QUALITY CONTROL

A. The Consulate may direct Contractor to stop the maintenance and repair if results show materials being used do not comply with specified requirements or materials and accessories are not compatible. Contractor shall remove noncomplying materials from site, pay for testing, and reapply surfaces.

C.3.09 CLEANING and ADJUSTING

A. After completing maintenance and repairs, clean spattered surfaces. Remove spattered plaster or paint by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

B. During progress of work, remove discarded materials, rubbish, cans, and rags from site at end of each work day. Thoroughly mixed and cured products may be disposed of in standard landfills. Uncured products are considered a hazardous material and must be handled as such, and disposed in accordance with local regulations.

C. Reinstall all disconnected equipment after completion of the work. Reconnect pipe, conduit, wiring, and reactivation of the equipment to its original condition.

D. Correct any damage by cleaning, repairing or replacing, as acceptable to the Embassy.

C.4 PART FOUR – SCHEDULE & QUANTITIES

C.4.1 PERIOD OF PERFORMANCE:

A. Individual performance schedules will be provided in each task order for the specified work

C.4.2 YEARLY ANTICIPATED QUANTITIES:

See B.4

C.5 PART FIVE - ATTACHMENTS

C.5.1 LIST OF ATTACHMENTS

A. J-1: List of Facilities
B. J-2: Site Plans
C. J-3: RSO Background Check Requirements
D. J-4: CSS Façade Paint Scheme

C.6 WARRANTY

C.6.1 The Contractor shall guarantee all the work completed under this contract against any defects resulting from the Contractor's performance and/or Contractor furnished materials for the period of one year after final inspection and acceptance of the work by the COR. During the guarantee period of one year, any found defects attributed to the Contractor's responsibilities shall be corrected by the Contractor accordingly at no additional cost to the U.S. Government.

C.6.2 Unless otherwise stipulated herein, the Contractor shall guarantee the Contractor's workmanship of the work completed under this contract for a five-year period from the date of the Government's acceptance of the work completion.

C.6.3 During the warranty period, the Contractor shall correct and/or repair, at no cost to the Government, any damages and/or deficiencies that may be attributed to the materials and workmanship provided by the Contractor under this contract. The Contractor shall provide all labor, materials, equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within 3 days from a Notice of Damage(s).

D. PACKAGING AND MARKING

D.1 DUTY-FREE CLEARANCE

ATTN: Customs & Shipping (CONTRACT TBA)
Items shall be marked as "Diplomatic Cargo".

Consignment & Markings Instructions:
For house (AWB or BL):

Consignee:
U.S. Consulate General
Gießener 30, 60435
Frankfurt am Main, Germany
ATT: FAC TBD
Contract No: TBD

Notify party:
U.S. Consulate General
Gießener 30, 60435
Frankfurt am Main, Germany
ATTN: FAC, TBD
Telephone: TBD
Contract No: TBD

Markings on the packages/or crates:
U.S. Consulate General
Gießener 30, 60435
Frankfurt am Main, Germany
ATTN: FAC, TBD
Contract No: TBD

To obtain free entry for the goods the contractor shall provide the COR with the following documentation 30 calendar days prior to the delivery of goods:

- Detailed description of goods
- Approximate weight
- Number of crates
- Approximate value of goods
- Mode of shipment

GSO/Customs & Shipping Unit will obtain this exemption as soon as we receive copies of the commercial invoice, packing list and rated ocean bill of lading (OBL) from the shipper.

The contractor shall contact and coordinate with GSO, U.S. Consulate General Frankfurt, Germany before shipping any goods.

The contractor shall provide 30 days Advance Notice to the US Consulate shipping office before shipping the goods.

The contractors should estimate a minimum of thirty (30) business days for custom clearances and delivery. Should the contractor fail to provide any required paperwork for the custom clearance process to the U.S. Consulate General Frankfurt, shipping office and the custom clearances procedure is delayed the contractor shall be required to pay any additional costs occurred (storage fees)

D.2 DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JUL 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.

TAX-EXEMPT NUMBER:
Department of State Tax Identification Number: DOS 54-1352940

D.3 PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS

Separate packaging of electronic media and hardcopy material
The prime Contractor and any associated subcontractors will package all drawings and electronic media (Sensitive But Unclassified (SBU) and unclassified) in separate mailing packages, specifically, electronic media will be transported in electronic media packages that contain no other drawings or hard copies of any kind, beyond that of transfer/receipt documentation. Hardcopy (paper) drawing and documents will be packaged separately.

Double wrapping and addressing of packages
For all shipping methods, the prime contractor and any associated subcontractors will ensure that all project documentation, SBU and unclassified, is double wrapped with both layers addressed properly and labeled with the sender's address. No indication that the contents are SBU should appear on the outer wrapper. Document tracking receipts should be packaged inside the inner wrapping with the materials the receipt describes.

Packaging heavy materials in appropriate containers
In applying the above double wrapping and addressing procedures, items sent via US mail or commercial carrier weighing more than one (1) pound shall have the inner package enclosed within an appropriately sized double-walled box or, for rolled drawings, a manufactured mailing tube. The cardboard box or mailing tube counts as the second layer of wrap.

D. 4 SAFEGUARDING AND RELEASE OF SENSITIVE BUT UNCLASSIFIED INFORMATION

D.4.1 The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the

contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

D.4.2 The Contractor shall notify the Contracting Officer if any legal dispute arises between the Contractor and any subcontractor or vendor pertaining to performance on this contract which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas. Legal disputes include legal actions submitted to civil, criminal, local or federal courts, as well as disputes submitted to arbitration or mediation. This responsibility to notify the Contracting Officer shall not cease upon the expiration or termination of this contract. The Contractor hereby agrees to be responsible for all costs associated with the release, whether authorized or unauthorized, of "Classified" or "Sensitive but Unclassified" information for which the Contractor or a subcontractor at any level is responsible, including releases associated with legal disputes, and agrees to fully indemnify the government for any expense that the government incurs as a result of the release or use of "Classified" or "Sensitive but Unclassified" information including all costs associated with steps taken by the government to mitigate exposure in anticipation of the use of "Classified" or "Sensitive but Unclassified" information in legal disputes and/or costs which result from mitigation of the release of "Classified" or "Sensitive but Unclassified" information. This indemnity agreement made herein by the Contractor includes all disputes with, between, and among the Contractor and any party and the Contractor's sub-contractors, to the lowest tier and any party. This agreement by the Contractor to fully indemnify the government shall not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts.

E. INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-12 - INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition: "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
(c) Government inspections and tests are for the sole benefit of the Government and do not -
(1) Relieve the Contractor of responsibility for providing adequate quality control measures;
(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
(3) Constitute or imply acceptance; or
(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
(g) If the Contractor does not promptly replace or correct rejected work, the Government may --
(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
(2) Terminate for default the Contractor's right to proceed.
(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.2 SUBSTANTIAL COMPLETION

E.2.1. Definitions

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the COR in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the contract documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the COR as of which substantial completion of the work has been achieved.

E.2.2. Request for Substantial Completion Inspection

The Contractor shall give the COR at least 15 days advance written notice of the date the work will be substantially completed and ready for inspection and tests. The inspection and tests will be started not later than the date specified in the aforesaid notice unless the COR determines that the work is not ready for inspection and so informs the Contractor.

E.2.3. Use and Possession upon Substantial Completion

The Government shall have the right to take possession of and use the work upon substantial completion thereof. Upon notice by the Contractor that the work is substantially complete and verification thereof on the basis of an inspection by the COR and any required tests, the COR shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects enumerating items of work remaining to be performed, completed or corrected before final completion and acceptance. However, failure of the COR to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

E.3 FINAL COMPLETION AND ACCEPTANCE

E.3.1 Definitions

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the COR and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner in accordance with the requirements thereof, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the COR as of which final completion of the work has been achieved, as indicated by written notice to the Contractor.

E.3.2. Request for Final Inspection and Tests

The Contractor shall give the COR at least 15 days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the aforesaid notice unless the COR determines that the work is not ready for final inspection and so informs the Contractor.

E.3.3. Final Acceptance
Upon (a) satisfactory completion of all required tests, (b) verification by the COR on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, subject to the discovery of defects after final completion, and (c) submittal by the Contractor of all documents including contractor close-out documents, and other items required upon completion of the work, including a final request for payment, and the COR is satisfied that the work under the contract is complete and the contract has been fully performed, with the exception of continuing obligations there under, the COR shall issue to the Contractor a notice of final acceptance and make final payment as required by the contract.

E.4 USE OF EQUIPMENT BY THE GOVERNMENT

E.4.1. Right to use: The Government may take over and operate, with Government employees, such equipment as is necessary for *water provision* of such Government-operated facilities as require the service for operational reasons, as soon as the installation is sufficiently complete to permit operation.

E.4.2. Notice: The COR will advise the Contractor in writing, prior to the use of the equipment, which items of equipment will be operated, and the date and time such operation shall begin.

E.4.3. Effect on warranties: Government operation of equipment will not relieve the Contractor of any warranty or correction obligations elsewhere provided for in this contract. The applicable correction period, elsewhere provided for in this contract, for each piece of equipment shall be in accordance with the applicable provisions of this contract.

E.5. QUALITY CONTROL AND QUALITY ASSURANCE

E.5.1 Introduction. A principal factor of performance on a project is the Contractor's control of the quality of workmanship. The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system. The quality system is a documented organizational process which describes responsibilities, procedures, and resources for providing quality control and quality assurance on a project. Effectiveness of the QMP is achieved through adequate planning, forceful direction, and checking in the sense of measurement and evaluation. The QMP applies to the control of quality throughout all areas of contract performance.

E.5.2 Quality Management Program: The Contractor's QMP shall be COR-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data and documents throughout the construction process. Principal functions of the QMP are the following:

E.5.3 Quality Control (QC): Operational techniques and activities that are used to fulfill requirements for construction quality.

E.5.4 Quality Assurance (QA): Documentation of planned and systematic actions required to provide confidence that construction services provided are based on project requirements and satisfy stated requirements for quality.

E.5.5 Audits After award of the Contract: The Government may perform audits of the Contractor's QMP to periodically assess conformance with the QMP in accordance with the provisions of Section E of the contract. Disapproval of the program, or major portions, may be cause for a delay in progress of the project's development or, in some cases, withholding acceptance of the Contractor's performed services. The Government may examine the Contractor's existing quality system prior to award of this contract as part of a pre-contract assessment, in order to determine the ability of the Contractor to satisfy the "quality" requirements of this contract.

E.5.6 Agreement on Quality Assurance: The Contractor shall develop a clear understanding with all his consultants on quality assurance matters for which the contractors are responsible, and the quality assurance program of the contractor shall be integrated with that of the Contractor of record.

E.5.7 QMP Submittal Requirements: The QMP shall be structured and developed to include the following minimum requirements in Sub-Section E.5.

E.5.8 Organizational Structure: The Contractor shall define and submit a QMP organizational structure within 15 days of contract award, including charts and a description of responsibilities of key persons who will perform the services. Persons responsible for interface with the Government, including the security manager and QMP Manager must be identified. A separate list should also include all team members, including consultants with telephone and email addresses.

In addition to the submittal of a Quality Management Plan with manufacturer's design/shop drawing submission (30 calendar days after the DNTP), the Contractor shall also submit a preliminary Quality Management Program as part of their proposal (See section L)

E.5.9 Quality Policy: The Contractor shall have a stated corporate quality policy. This policy shall be consistent with the Contractor's quality policy in the QMP. Necessary measures shall be taken by the Contractor to ensure that the corporate quality policy is understood, implemented, and maintained by all employees of the Contractor and the Contractor's subcontractors.

E.5.10 Building Standards: Construction must comply with the building codes and standards as detailed within the project drawings and specifications in addition to conforming to *OBO International Codes Supplement and* each volume, as applicable, of the 2024 International Code Council body of codes. Inconsistencies among codes and standards shall be brought in writing to the attention of the COR. The COR will resolve any inconsistencies.

E.5.11 Other Procedures: Other procedures shall address construction management, procurement activities, quality records, and audits.

E.5.12 Security and Communications Interface: The Contractor's QMP shall provide for integration of security and communications requirements into the project.

E.5.13 Checking, Coordinating, and Integrating Drawings: Quality control procedures shall be established to ensure individual drawings and other documentation have been checked and that all documentation, including that of the supporting disciplines (e.g., civil, structural, mechanical, electrical)

have been coordinated and integrated. Deficiencies, ambiguities, conflicts, and inconsistencies shall be corrected prior to construction. Similar procedures shall be established to ensure that work in place complies with code requirements without the need for the United States Government to identify defects and initiate corrective action.

E.5.14 Document Control: The QMP shall ensure that documents, including subsequent changes, will be reviewed for adequacy, approved for release by authorized personnel, and properly conveyed to the Government. Persons responsible for reviewing, approving, and releasing new and revised documents shall be identified.

E.5.15 Reserved

E.5.16 Corrective Action: The QMP shall clearly define responsibilities and procedures for corrective action in the event that deficiencies in design/construction services or resulting deliverables are found to exist.

E.5.17 QMP Reporting: The Contractor shall prepare a sample Quality Assurance (QA) Report to be submitted as part of the solicitation package. This sample report shall be updated and submitted within 15 calendar days from contract award. This report shall identify the QMP procedures used to review drawings and data for these submissions identifying steps taken to coordinate all drawings and documents provided by the Government and shall show Contractor's coordination with the subcontractors. The report shall include: 1) QC Status of the project to include evidence of QC effort by inclusion of notes, comments, dialogue and discussion among and between disciplines of QC input and adjudication; 2) Significant Program Problems and their solutions/corrective actions; 3) Organization and Key Personnel Changes to be submitted within 5 working days in advance of the proposed change; 4) Certification of completion of QMP procedures and submission completeness; 5) Construction Documents Compliance Letter for the construction works.

E.6 FAN SYSTEM

The FAN system is authorized for processing unclassified and Sensitive But Unclassified (SBU) Information. The following are the types of unclassified information that may be processed on FAN:

- Unclassified information – Information that does not require administrative control and protection from public or other unauthorized disclosure for other reasons not subject to special handling and protection.
- Sensitive But Unclassified (SBU) – Information that is rated Federal Information Security Act (FISMA) Moderate or Low impact that is not classified for national security reasons but that warrants/requires administrative control and protection from public or other unauthorized disclosure for other reasons.
- Personally Identifiable Information (PII) – PII is information that can be used to distinguish or trace someone's identity. PII information may be processed on FAN; however, there are additional policies, rules of behavior, and responsibilities that are applicable to processing PII on FAN.
- All other types of information are not permitted for storing, transmitting, or processing on FAN. See attached Guidance to Use of Online Collaboration Systems for OBO SBU Communications

F. DELIVERIES OR PERFORMANCE

F.1.1 PERFORMANCE OF WORK

This contract shall be effective on the date of the Contracting Officer's signature and shall remain in effect for one (1) year from the date of award with four (4) 1-year option periods, which may be exercised each year thereafter, as determined by the Contracting Officer. The total performance period including the base year and option years, shall not exceed five years and six months. See also Sub-Section FAR 52.217-8 – OPTION TO EXTEND SERVICES (NOV 1999).

Task Orders awarded during the term of the contract with performance periods that extend beyond the term of the contract will continue until completion of all required tasks.

As soon as possible, but not later than **14 calendar days** after contract award, the contractor shall schedule a kick-off meeting (virtual or in person) with the COR.

F.1.2 NOTICES TO PROCEED

a) The Contractor shall be required to: (a) commence work described in the task order issued under this contract within ***14*** calendar days specified at the task order level after the date the Contractor receives the Notice to Proceed **(NTP); (b)** prosecute the work diligently; and **(c)** complete the entire work ready for use not later than the **[*calendar days*]** days specified at the task order level and after the Contractor receives the NTP. The time stated for completion shall include final cleanup of the premises, restoration of utilities, and completion of punch-list and all other items specified at the task level.

b) It is the sole duty of the contractor to review the contract, task order documents and site conditions to verify product compatibility. Site alterations due to product requirements shall be submitted for review.

***** For the purposes of task orders under this contract, the issuance of a task order for projects at less than $35,000.00 shall operate as the Notice to Proceed (NTP),

CONTRACTOR DELAYS
The project schedule is a key parameter of this project, and completion of the construction effort within the allocated period is key to the project as a whole.

F.2 DELIVERABLES / DELIVERY SCHEDULE

The project/delivery schedule is a key parameter of this project, and timely completion of the design and construction phases are key to the project as a whole.

Deliverable items required by this contract shall be delivered in accordance with the OBO Deliverable Requirements (ODR)

ABBREVIATIONS:

CO = Contracting Officer - submit via email to JacobsenW@state.gov
COR = Contracting Officer's Representative
CNTP = Construction Notice to Proceed
DNTP = Design Notice to Proceed
SOW = Statement of Work
FM = Facility Manager

Reference	Item Description	Quantity	Submission Date	Deliver To
E.5.1	Quality Management Program	One (1)	Within 30 calendar days after contract award.	COR
H.1.1 / H.1.2	Irrevocable Letters for Credit (if required)	Originals	Within 30 calendar day of contract award	CO
H.2	Insurance (including DBA insurance, if required)	Originals	Within 30 calendar day of contract award	CO
F.3	Construction Schedule	One (1)	Within 7 days upon each Task Order Award and as required by the COR	COR
H.25	In accordance with FAR 52.222-50 Trafficking in Persons and FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan.	One (1)	As part of proposal. The Contractor must maintain a compliance plan during the performance of the contract, proof of that shall be submitted once year.	COR/CO
H.12	Safety Plan	One (1)	Within 7 days upon each Task Order Award and as required by the COR	COR
H.14	Site Personnel Information – Construction Phase	One (1)	Not later than 3 calendar days after task order award.	COR
H.15	Submittal Register	One (1)	Within 30 calendar day of contract award	COR/CO
E.5.2.1	Inspection Reports	One (1)	Weekly after each task order is issued	COR/CO
G.4	Payment Request	Two (2)	Not more frequently than once monthly after NTP or Task Order execution	COR, Copy to CO
F.3	Updates to Construction Schedule	One (1)	With Payment Requests	COR/CO
E.2	Request for Substantial Completion	One (1)	15 calendar days before proposed inspection and QC punch list mitigated or approved plan to mitigate outstanding items	COR/CO
E.3	Request for Final Acceptance	One (1)	15 calendar days before proposed final acceptance	COR/CO
H.4.4	As-Built Drawings and Warranties. Must be submitted before the final invoice can be processed.	One (1)	Within 30 days of final completion but before final acceptance & final payment	COR/CO

Reference	Item Description	Quantity	Submission Date	Deliver To
G.4.2.3	Final Payment Release Statement and Contract Close-Out Documents	One (1)	With final Payment Request	COR and CO

F.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission with manufacturer's approved design/shop drawing submittal.

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract shall be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the COR to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule, which sequences work to minimize disruption at the job-site.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed for delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

F.4 MONTHLY PROGRESS REPORT

Monthly progress reports shall be submitted by the last calendar day of each month during this contract. Reports shall be in letter format and contain information relevant to this project, including, but not limited to, accomplishments during the previous month, anticipated accomplishments for the next month, arising or occurring problems and possible or proposed solutions, questions that require answers or directions from the Post, any pending Government review comments regarding the Contractor's submittals, any proposed change orders that have not been executed, and any other pertinent information required to report the progress of performance under this contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 NOTICE OF DELAY

(a) In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result

in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall

state in what respects, if any, the relevant schedule or the completion date should be revised. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

(b) Should the contractor seek to claim a delay for which no time impact analysis was performed prior to the occurrence of a delay in the work such that the time impact of the delay on the progress of the work must be determined after the delay has occurred the contractor shall submit a written time impact analysis, including a narrative and fragmentary CPM Network (Schedule Fragnet) demonstrating the *actual* effect of the delay on the Substantial Completion Date and Final (contract) Completion date. The time impact analysis shall demonstrate the time impact to the Substantial Completion Date and Final (Contract) Completion Date based on an "as-planned" to "as-built" comparison of (1) the event times according to the most current, accepted update of the project execution schedule in effect at the time the delay was initiated, statused as of the date the delay was initiated to (2) a Project *as-built schedule* which covers the period of time during which the changed work was performed or delay was incurred.

F.7 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if –

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include –

   (i) Acts of God or of the public enemy,
   (ii) Acts of the Government in either its sovereign or contractual capacity,
   (iii) Acts of another Contractor in the performance of a contract with the Government,
   (iv) Fires,
   (v) Floods,
   (vi) Epidemics,
   (vii) Quarantine restrictions,
   (viii) Strikes,
   (ix) Freight embargoes,
   (x) Unusually severe weather, or
   (xi) Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

F.8 FAR 52.242-14 - SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted

(1) By an act of the Contracting Officer in the administration of this contract, or

(2) By the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed --

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

F.9 LIQUIDATED DAMAGES

F.9.1 FAR 52.211-12 Liquidated Damages - Construction (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **US$300.00** for each calendar day of delay until the work is completed or accepted.

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

F.9.2 Assessment and Apportionment of Liquidated Damages

Liquidated damages will be assessed from the completion date indicated in the contract or extensions thereof to the date of substantial completion as actually achieved by the Contractor, as determined by the COR.

F.10 NOTICE TO PROCEED

(a) Within thirty (30) calendar days after IDIQ contract award and option year exercise and following receipt from the Contractor evidence of insurance (including DBA insurance) and Submittal Register within the time specified in Section H of this contract.

(b) The Contracting Officer will issue to the Contractor separate notices to proceed for projects exceeding **$35,000.00** (or equivalent in local currency) following acceptance by the Contracting Officer of any required submittals, security clearances, bonds, bank guarantees and/or proof of insurance specified in Section H of this contract or in the task order request. For some smaller projects the Contracting Officer may provide the written Notice to Proceed in the text of the task order award. The Contractor shall then prosecute the work required commencing and completing performance not later than the time period established in the task order

(c) When it is in the best interest of the Government to expedite the project the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of bonds, bank guarantees or proof of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required documents shall not be a waiver of the requirement to furnish these documents.

F.11 POST AWARD MEETING / PRE-CONSTRUCTION CONFERENCE

A pre-performance and pre-construction conference may be held within 30 days of contract award or following issuance of the Construction Notice to Proceed in order to discuss the design planning, schedule, submittals, notice to proceed, mobilization, and other important issues that affect construction progress.

A post award meeting / pre-construction conference may be held after contract award/Task Order award to discuss administration of the Task Order, schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress.

FAR 52.236-26 – PRE-CONSTRUCTION CONFERENCE (FEB 1995)

If the Government decides to conduct a pre-performance and/or pre-construction conference, the successful offeror will be notified and will be required to attend.
The notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

F.12 WORKING HOURS

a) The Contractor shall perform the work at the site 08:00-16:30hrs Monday – Friday unless alternate work hours are agreed upon with the COR.

Actual construction work hours shall be coordinated with the COR. The COR may, upon request and if circumstances permit, approve other hours and/or work on weekends and holidays provided that no additional costs will arise to the U.S. Government as a result thereof. A minimum of 24 hours advance notice of intent to request other hours shall be given to the COR.

b) The following is a list of holidays for Calendar Year 2027 to be observed by Mission Germany:

Jan	01		Friday	New Year's Day	AM/GER
Jan	06	*M * All Posts for 2027	Wednesday	Epiphany	GER
Jan	18		Monday	Martin Luther King Day	AM
Feb	15		Monday	President's Day	AM
Mar	08	*B * HH, F for 2027	Monday	International Women's Day	GER
Mar	26		Friday	Good Friday	GER
Mar	29		Monday	Easter Monday	GER
May	*01*		*Saturday*	*May Day*	*GER*
May	06		Thursday	Ascension Day	GER
May	17		Monday	Whit Monday	GER
May	27	*D, F, M	Thursday	Corpus Christi Day	GER
May	31		Monday	Memorial Day	AM
Jun	18		Friday	Juneteenth (observed)	AM
Jul	05		Monday	Independence Day (observed)	AM
Aug	*15*	**M*	*Sunday*	*Assumption of Mary Day*	*GER*
Sep	06		Monday	Labor Day	AM
Oct	*03*		*Sunday*	*Day of German Unity*	*GER*
Oct	11		Monday	Columbus Day	AM
Oct	*31*	**HH, L*	*Sunday*	*Reformation Day*	*GER*
Nov	01	*D, M	Monday	All Saints' Day	GER
Nov	11		Thursday	Veterans Day	AM
Nov	17	*L	Wednesday	Repentance Day	GER
Nov	25		Thursday	Thanksgiving Day	AM
Dec	24		Friday	Christmas Day (observed)	AM
Dec	*25*		*Saturday*	*Christmas Day*	*GER*
Dec	*26*		*Sunday*	*2nd Christmas Day*	*GER*
Dec	31		Friday	New Year's Day 2028 (observed)	AM

Holiday Schedule for following calendar years can be requested from COR.

G. CONTRACT ADMINISTRATION DATA

G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract, except that the Contracting Officer and the Procurement Executive shall have the right to designate authorized representatives to act for the Contracting Officer, as specifically provided in the designation of that individual.

G.1.1 CONTRACT ADMINISTRATION DATA

Contracting Officer: Travis C. Keon

Contract Administrator: Wencke Jacobsen
Telephone Number: +49-69-7535-3313
E-Mail: JacobsenW@State.gov

US First Class Mailing: U.S. Consulate General Frankfurt
Attn.: Regional Procurement Support Office (RPSO) - Frankfurt
7900 Frankfurt Place
Washington DC 20521 – 7900

European mail or
Courier or Hand Delivery: U.S. Consulate General Frankfurt
Attn.: Regional Procurement Support Office (RPSO) - Frankfurt
Giessener Strasse 30
Frankfurt, D-60435
Germany

Contracting Officer's Representative: to be named at the time of award.

G.2 DOSAR 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 will be designated at the time of award.

G.3 FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION JAN 2026)

During performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor

G.4. PAYMENT

G.4.1 General

The Contractor's attention is directed to Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

G.4.2 Detail of Payment Requests

(a) Each request for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a pro-rated portion of overhead and profit.
Invoices shall be addressed to:

U.S. Embassy Berlin
FMC
(Task Order 19GE5026F00xx)
Clayallee 170
14195 Berlin, Germany

(b) All invoices shall state the Contract Number and shall be marked consecutively, for example, as "1st partial", 2nd partial . . "5th and final".

Upon approval by the COR, copies of all invoices shall be submitted to the Contracting Officer via email to JacobsenW@state.gov

(Note to COR and FMC: payment of the first and last invoices require prior approval by the Contracting Officer).

G.4.3 Payments to Subcontractors

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made, to his subcontractors and suppliers in accordance with the Contractor's contractual arrangements with them.

Along with each request for progress payment, the Contractor shall furnish the following certification, or payment shall not be made: (However, the Contractor may elect to delete paragraph (4) from the certification.)

"I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
(4) This certification is not to be construed as final acceptance of a subcontractor's

performance._____

(Name)_____

(Title)_____

(Date)"

G.4.4 Evaluation

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due. In the event the COR does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the COR shall advise the Contractor of the reasons therefore.

G.4.5 Additional Withholding

Independently of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract, the Government may withhold from payments due the Contractor any amounts considered necessary to cover:

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

(b) Wages or other amounts due employees of subcontractors on this project;(c) Amounts due suppliers of materials or equipment for this project; and

(c) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damages when the Contractor has failed to make adequate progress.

G.4.6 Payment

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

G.4.7 Advance Payment

Advance Payments shall not be authorized during the performance of this contract.

G.5 ORDERING PROCEDURES

G.5.1 In accordance with Section FAR 52.216-18 “ORDERING,” the following individuals and activities are authorized to issue task orders hereunder: **RPSO Contracting Officers.**

Issuance of orders by e-mail is authorized in accordance with FAR 52.216-18 “ORDERING”.

G.5.2 Funding

The contract remains unfunded; funding will be provided by issuing separate Task Orders (TOs) for each requirement.

G.5.3 Issuance of Task Orders

The Government will issue task orders for ordering all services at a minimum of 14 calendar days before commencement of site work under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance". All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

G.5.4 Survey of Property

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

G.5.5 Contents of Task Orders

The Contracting Officer shall issue task orders under this contract on an as-needed basis.
Task orders shall contain the following information:

- Date of Order
- Contract number
- Task order number
- Item number and description of services
- Unit / Office or specific location at the compound to perform the works
- Quantity, unit price, and total price of each item or service
- Delivery or performance date
- Liquidated damages amount
- Accounting and appropriation data and
- Any other pertinent information

G.6 PERFORMANCE

Following issuance of a task order, technical clarifications may be issued in writing at any time by the COR to amplify or provide additional guidance to the Contractor regarding performance of the task order. The Contractor shall notify the Contracting Officer of any instructions or guidance he considers

to be a change to the task order, which will impact the cost, schedule or deliverables content of the baseline work plan.

In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally modified in writing by the Contracting Officer to reflect modifications to tasking. The Contractor is responsible for revising the proposal to reflect task order modifications within five (5) working days following negotiation or issuance of a modification of the task order.

Task orders may be placed during the period of performance of the contract, as identified in Section F. Any order issued during the period of performance of this contract and not completed within that time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices.

H. SPECIAL CONTRACT REQUIREMENTS

H.1 BOND REQUIREMENTS

H.1.1 FAR 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a)The Contractor shall submit one of the following payment protections: Letters of Credit in the amount of 10% **if the individual orders issued under this contract exceeds $35,000 but does not exceed $150,000.**
(b)The amount of the payment protection shall be 10 percent of the task order price.
(c)The submission of the payment protection is required within *30 calendar* days of *Task Order* award.
(d)The payment protection shall provide protection for the full task order performance period plus a one-year period.
(e)Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
(f)When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

H.1.2 FAR52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION

Pursuant to FAR 28.102-2(b), the requirement to furnish sureties in accordance with FAR 52.228-15 shall apply to all task orders with the value in excess of $150,000.00.

The Contractor shall furnish Sureties as follows: (1) one project surety at 10 percent (%) of the task order price as a payment surety and (2) one Project Surety at 10 percent (%) of the task order price as a performance guaranty on forms provided by and from sureties acceptable to the Government.

H.1.2.1 Time for Submission

If applicable, the Contractor shall provide the sureties required by paragraph H.1.1, above, within 30 calendar days after receipt of the signed and funded task order. Failure to timely submit (1) the required Sureties or other security acceptable to the Government; (2) Sureties from an acceptable surety or (3) Sureties in the required amount, may result in rescinding or termination of the contract by the Government. Should the contract be terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in Sub - Section I of this contract.

H.1.3 Coverage

The project sureties are required by the Government to guarantee the Contractor's execution and completion of the work within the contract time and the correction of any defects after completion as required by this contract, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

H.1.4 Duration of Coverage

The required payment and performance securities shall remain in effect in the full amount required until final acceptance of the project by the Government. After final completion and acceptance and unless otherwise specified by the Contracting Officer at the task order level, the coverage shall be reduced to 5 percent of task order price to serve as performance security. This reduced coverage shall remain in effect for five years from the date of final acceptance, and the Contractor shall pay any premium required for the entire period of coverage. Shall clause FAR 52.228-13 be applicable**,** the requirement for payment security terminates at final acceptance. The date constituting final acceptance by the Government shall be the date stated on the certificate of final acceptance issued by the COR.

H.1.5 FAR 52.228-2 – Additional Bond Security (OCT 1997)

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

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

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

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

d. An irrevocable letter of credit (ILC) or any project surety used as security will expire before the end of the period of required security. If the contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before a surety scheduled expiration, the Contracting Officer has the right to immediately draw on the surety

H.2 INSURANCE

H.2.1 Amount of Insurance

The Contractor's attention is directed to Section I, 52.228-5, "Insurance - Work on a Government Installation". As required by this clause the Contractor is required to provide and maintain whatever insurance is legally necessary.

The Contractor shall, at his own expense, provide and maintain during the entire performance period General Liability (includes premises/ operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) in the minimum amount stated below.

1. Bodily Injury on or off the site stated in US$:

Per Occurrence	**USD 100,000.00**
Cumulative	**USD 500.000.00**

2. Property Damage on or off the site stated in US$:

Per Occurrence	**USD 100,000.00**
Cumulative	**USD 500,000.00**

The foregoing types 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 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, and employees, or any other person, arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

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

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

H.2.2 Government as Additional-Insured

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

H.2.3 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1 "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

H.2.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this contract within 30 calendar days after award of the contract. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.3 DEFINITIONS

In addition to the definitions provided in Section I, FAR 52.202-1 the following definitions shall apply when used in connection with this contract:

(a) <u>Contract Drawings</u> or <u>Drawings</u>, where indicated by the context, means those drawings specifically listed in the executed construction contract or as later incorporated into the contract by contract modification or change order.
(b) <u>Day</u> means a calendar day unless otherwise specifically indicated.
(c) <u>Host Country</u> means the country in which the project is located.

(d) **Government-Furnished Property** means property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor. Government-Furnished Property includes Government-Furnished materials and Government-Furnished Equipment.
(e) **Material** means all materials, fixtures and other articles incorporated in, or which are intended to remain with the project.
(f) **Limited Notice to Proceed (LNTP)** means a written restricted from the Contracting Officer authorizing the Contractor to complete only such work as allowed by the LNTP and described herein as of a date set forth in the notice.
(g) **Full Notice to Proceed (FNTP)** means a written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work under the contract as of a date set forth in the notice.
(h) **Other Submittals** includes progress schedules, setting drawings, testing and inspection reports, and other information required by the contract to be submitted by the Contractor for information or approval by the Government.
(i) **Project Data** includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
(j) **Samples** are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
(k) **Schedule of Defects** means the list of items, prepared in connection with substantial completion of the work or early occupancy or utilization of a portion thereof, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted by the Government.
(l) **Separate Contractor** means a contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a contract for construction of a portion of the project.

H.4 OWNERSHIP AND USE OF DOCUMENTS

H.4.1 Ownership and Use of Drawings, Specifications and Models

(a) All designs, drawings, specifications, models, notes and other works developed in the performance of this contract shall become the sole property of the US Government and may be used on any other design construction without additional compensation to the Contractor. The US Government shall be considered "person from whom the work was prepared" for the purpose of authorship in any copyrightable work under Section 201(B) of Title 17, United States Code. The Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after completion of the project, agrees to furnish all retained works at the request of the US Government. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period, except in the case of classified designs, drawings, specification, and any other documents.

(b) **Use and Return** means unless otherwise provided in the contract, the documents described in (a) above are not to be used by other than the Contractor or by the Contractor on other work and, with the exception of the signed Contractor set, additional copies provided to or made by the Contractor shall be returned or suitably accounted for by the Contractor upon final completion of the work.

H.4.2 Supplemental Documents

The Contracting Officer or COR may furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless objection is made by the Contractor within twenty (20) days, their issuance shall not provide for any claim for an increase in the contract price or an extension of contract time.

H.4.3 Record Documents

The Contractor shall maintain at the project site a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the COR, and a complete set of record shop drawings, product data, samples and other submittals as approved by the COR.

H.4.4 "As-Built" Documents

(a) Within 15 calendar days after final completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications.

(b) As-built drawings shall be prepared by modifying the original electronic drawing files to reflect the actual as-built condition. A new CD-ROM containing the as-built drawings shall be produced and submitted to the Government within the time limitation set out in section H.4.4 (a) above.

H.5 DOCUMENT SECURITY

The following considerations shall be followed by the Contractor and/or shall be incorporated into the design documents.

(a) All documents received or generated under the contract are the property of the US Government.

(b) All documents are to be controlled and disseminated on a “need-to-know” basis only. Reproduction and distribution is prohibited without express approval of the US Government. All design and construction documents generated shall be annotated as follows:

WARNING
This document is the property of the US Government. Further reproduction and/or distribution is prohibited without the express written approval of the US Government.

(c) All documents shall be marked and handled in strict accordance with all applicable requirements and regulations. Proposed and actual contract documents shall only be disseminated on a strict need—to—know basis, and shall not be further disseminated without prior authorization from the US Government.

(d) Those receiving proposed and/or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, shall be responsible for these materials while in their possession, or that of any of their subcontractors. They shall return all documents, including all copies, promptly upon demand by the US Government.

(e) The US Government shall be afforded the opportunity to review all photographs and/or negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific advance written approval from the US Government.

(f) The US Government reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

H.6 GOVERNING LAW

This contract and the interpretation thereof shall be governed by the laws of the United States.

H.7 LANGUAGE PROFICIENCY

The Project Site Manager assigned by the contractor to superintend the *daily* work on-site, as required by Section I, 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English.

H.8 LAWS AND REGULATIONS

H.8.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the US Government. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In case of a conflict between the contract and such laws, regulations and orders, 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.

H.8.2 Labor, Health and Safety Laws and Customs

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

H.8.3 Subcontractors

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.8.4 Evidence of Compliance

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

H.9 RESPONSIBILITY OF CONTRACTOR

H.9.1 Damage to Persons or Property

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

H.9.2 Responsibility for Work Performed

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

The Contractor shall be, and remain, liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor’s negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

The contractor shall be responsible for the correct locations, size, and proper construction and/or manufacturing of all requirements. In the absence of special drawings or information, contractor shall obtain all the necessary *general* information from the COR.

H.9.3 Utilities and Facilities

The Government will provide access to the Contractor from existing Government utilities, including water, and power for temporary lighting and safety device ONLY, at no expense or cost to the contractor, the contractor shall coordinate aforesaid connections with the COR. The Contractor shall not be permitted to house labor on site and should make its own arrangements for transporting labor to and from the site.

For temporary lighting and safety devices, the contractor can connect to and run temporary power from a location within the compound, all works to be completed to IEE Regulations and latest edition of the wiring regulations.

For all other electrical devises the contractor shall install a fully enclosed noise protected generator set, to supply power to the work areas and equipment/plant.

H.10 CONSTRUCTION OPERATIONS

H.10.1 Operations and Storage Areas

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

(b) **Vehicular Access -** The Contractor shall and in accordance with any regulations prescribed by the *COR*, use only established sited entrances and roadways.

H.10.2 Use of Premises

(a) **Occupied Premises -** If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and shall perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

(b) **Requests from occupants -** Any request received by the Contractor from occupants of existing buildings to change the sequence of work shall be referred to the COR for determination.

(c) **Access limited -** The Contractor shall provide their employees and sub-contractors with working badges to facilitate access to the construction site. Contractor personnel shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Government.

H.11 TEMPORARY FACILITIES AND SERVICES

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and shall be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price.

The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work.

H.12 SAFETY

H.12.1 Accident Prevention (FAR 52.236-13 NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures that—
(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
(2) Avoid interruptions of Government operations and delays in project completion dates; and
(3) Control costs in the performance of this contract.
(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—
(1) Provide appropriate safety barricades, signs, and signal lights;
(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and
(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
(d)
(1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.
(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.
(3) After receiving the notice, the Contractor shall immediately take corrective action.
(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
(5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.
(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.
(End of clause)

H.12.2 Additional Safety Measures (DOSAR 652.236-70 Oct 2017)

In addition to the safety/accident prevention requirements of FAR 52.236–13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.
(a) *High risk activities.* If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385–1–1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236–13, Accident Prevention Alternate I (see paragraph (f) of this clause), containing specific hazard mitigation and control techniques.
(1) Scaffolding;
(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding or cutting and other hot work;
(7) Partial or total demolition of a structure;
(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(10) Hazardous materials—a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(11) Hazardous noise levels as required in EM 385–1 Section 5B or local standards if more restrictive.

(b) *Safety and health requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385–1–1, or OSHA 29 CFR part 1910 or 1926 if no EM 385–1–1 requirements are applicable, and the accepted contractor's written safety program.
(c) *Mishap reporting.* The contractor is required to report *immediately* all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.
(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.
(e) *Subcontracts.* The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
(f) *Written program.* The plan required by paragraph (f)
(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.
(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.
(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385–1–1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).
(End of clause)

H.13 SUBCONTRACTORS AND SUPPLIERS

H.13.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period, unless the Government shall be directly liable therefore by contract. The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s), or the premises, whether public or private, or any portion thereof, as a result of nonperformance of any part of this contract.

H.13.2 Approval of Subcontractors

(a) **Review and approval** The Government reserves the right to review proposed subcontractors for a period of fifteen (15) calendar days before providing notice of approval or rejection of any or all subcontractors.

(b) **Rejection of subcontractors** The Government reserves the right to reject any or all subcontractors proposed if their participation in the project, as determined by the Contracting Officer, may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.14 CONTRACTOR PERSONNEL

H.14.1 Key Personnel

(a) The Government considers the following contractor *and /or subcontractor* personnel to be key personnel under the contract resulting from this solicitation:

1) Project Manager
2) Quality Program Manager
3) Site Superintendent
4) Safety Officer

Combined positions/functions on single Key Personnel when qualified are acceptable.

(b) In the spaces provided below, the Offeror shall enter the names of the key persons that will be assigned to perform the identified key positions/functions:

Position/Function	Name
Project Manager	_____
Quality Program Manager	_____
Site Superintendent	_____
Safety Officer	_____

Note: The offeror shall provide a detailed resume and the experience of the above individuals .If these individuals are not current employees provide a letter of intent.

The names, and detailed resumes showing the experience of these individuals, shall be submitted with the original offer, see Section L, (B), "Key Personnel".

(c) During the entire performance period of this contract, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide to the Contracting Officer at least 15 days prior to making any permanent substitutions a detailed explanation of the circumstances necessitating the proposed substitution, complete resume for the proposed substitute, and any additional information requested by the Contracting Officer. The proposed substitute shall possess qualifications comparable to the original key person, as well as satisfying any minimum standards set forth elsewhere in the solicitation/contract. The Contracting Officer shall notify the Contractor within 15 calendar days after receipt of all required information of the decision on the substitution. This clause shall be modified to reflect any changes in key personnel.

H.14.2 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The CO may require, in writing, that the Contractor remove from the work any employee that the CO deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the CO to be contrary to the Government's interests.

H.14.3 Notice to the Government of Labor Disputes

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatening to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

H.14.4 Construction Personnel / Site Access

(a) After award of the contract, the Contractor shall have fifteen (15) calendar days to submit to the COR, a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. For each individual the list shall include copies of identification cards or passport, Name, Phone, Organization/Company, and citizenship, and a signed approval for the RSO to obtain a police report.

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

H.14.5 Contractor Recruitment of Third Country Nationals (TCNs)

This subsection applies only if TCNs are recruited for performance under this contract. The Contractor shall ensure at all times that the Contracting Officer (CO) and the Contracting Officer's Representative (COR) have been furnished with the current Recruitment and/or Housing Plans, as applicable. Proposed changes to the plans shall be submitted to the CO and the COR for approval. See also Sections H.25 for details.

H.15 MATERIALS AND EQUIPMENT

H.15.1 Selection and Approval of Materials

(a) <u>Standard of quality -</u> All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

(b) <u>Selection by Contractor -</u> Where the contract permits the Contractor to select products, materials or equipment to be incorporated in the work, or where specific approval is otherwise required by the contract, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment, together with other pertinent information concerning the nature, appearance, dimensions, performance, capacity, and rating thereof, unless otherwise required by the COR. The Government shall provide such information in a sufficiently timely manner to permit evaluation against the requirements of the contract. In order to ensure a timely review the Contractor shall provide a submittal register within fifteen (15) days after contract award showing when shop drawings, samples, or submittals shall be made. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Installation or use of any products, materials or equipment without the required approval shall be at the risk of subsequent rejection.

H.15.2 Custody of Materials

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

H.15.3 Basis of Contract Price

The contract price is based on the use of materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor, which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

H.15.4 Substitutions

(a) **Prior approval required** before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project, the Contractor must receive approval in writing from the COR. Any substitution request shall be accompanied by sufficient information to permit evaluation by the Government, including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed

substitute. Requests for substitutions shall be made in a timely manner to permit adequate evaluation by the Government. If, in the COR's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor shall obtain the items originally specified with no adjustment in the contract price or completion date.

(b) **Approval through shop drawings -** The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the COR. Such substitution requests shall be submitted in a timely manner and shall be supported by the required information.

(c) **Final approval on delivery -** Acceptance or approval of proposed substitutions under the contract is conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

H.15.5 "Or-Equal Clause"

References in the specifications and drawings, to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the COR the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the specifications and drawings, unless otherwise specifically provided in this contract.

H.15.6 Use and Testing of Samples

(a) **Use** - Approved samples not destroyed in testing will be sent to the COR. Those in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing or not approved will be returned to the Contractor at its expense if so requested.

(b) **Failure of Samples** - Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

(c) **Taking and testing of samples** of various materials or equipment delivered on the site or in place may be taken by the COR for additional testing by the Government outside of those required by the Contract documents. Samples failing to meet contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials or equipment found not to have met contract requirements, unless the Contracting Officer determines it to be in the

Government's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract price as determined by the Contracting Officer.

(d) **Cost of additional testing by the Government** - Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government. Samples that do not meet contract requirements will be rejected. Further testing of additional samples, if required, will be made at the expense of the Contractor.

H.16 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.16.1 Shipment and Customs Clearance

(a) **Costs to be borne solely by Contractor -** The Contractor is solely responsible without right of reimbursement from the Government for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place of origin to the construction site. Moving costs shall include, but not necessarily be limited to packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

(b) **Duty-free clearance -** The Contractor shall follow the instructions of the contract as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs. The Contractor shall be solely responsible without right of reimbursement from the Government, for the payment of customs duties, if any, which (1) are imposed on items which are not labeled and processed in accordance with the contract instructions, (2) are imposed on the Contractor's tools, construction equipment and machinery imported for use on the project, or (3) are otherwise ineligible for duty-free entry.

(c) **Customs Clearance -** The Contractor shall be responsible for obtaining customs clearances. The US Government shall be responsible for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment that are labeled and processed in accordance with the contract instructions. The Government shall not be responsible for obtaining customs clearance for the Contractor's tools, construction equipment or machinery, nor for obtaining visas, entry or work permits for the Contractor's personnel.

H.16.2 Surplus Materials

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

H.17 SPECIAL WARRANTIES

H.17.1 Special Warranty Obligations

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction" insofar as they do not conflict with the provisions of such special warranties.

H.17.2 Warranty Information

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

The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installation will provide the capacities and characteristics specified. The contract further guarantees that if, during a period of five years from the date of the certificate of completion and acceptance of the work, any such defects will be promptly repaired by the contractor at own expenses.

H.18 EQUITABLE ADJUSTMENTS

H.18.1 Basis for Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer written notice within twenty (20) days. Stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

H.18.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within ten (10) calendar days to the Contracting Officer of occurrence in accordance with additional information provided in FAR 52.236-2, Differing Site Condition.

H.18.3 Documentation of Proposals for Equitable Adjustments

(a) **Itemization of proposals and requests -** Any request for equitable adjustment in the contract price, including any change proposal submitted in accordance with the "Changes" clause, shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract price in at least the detail required by the Contracting Officer, and shall include all costs and delays related to or arising out of the change or event giving rise to the proposed adjustment, including any delay damages and additional overhead costs.

(b) **Proposed time adjustments -** The Contractor shall submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable) and shall include sufficient information to demonstrate whether and to what extent the change will delay the contract in its entirety.

(c) **Release by Contractor -** The price and time adjustment made in any contract modification issued as a result of a change proposal or request for an equitable adjustment shall be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment. Upon the issuance of such contract modification, the Government shall be released from any and all liability under this contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.19 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such a cause.

H.20 ZONING APPROVALS / BUILDING PERMITS

The contractor is required to obtain whatever license, and local build permits required by local regulations to perform the works. The costs for license and local building permits shall be included in the contractor cost proposal.

H.21 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof without the written consent of the Contracting Officer, nor shall the Contractor assign any moneys or other benefits due or to become due to him hereunder, without the prior written consent of the Contracting Officer.

H.22 AVAILABILITY OF FUNDS

The Government's obligation under this contract 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 until funds are made available to the Contracting Officer and until the Contractor receives written notice from the Contracting Officer confirming such availability.

H.23 ASBESTOS-CONTAINING MATERIALS RESTRICTION

Asbestos-free materials shall be used. The Government reserves the right at no additional cost to the Government to disapprove and to disallow the installation of any item containing asbestos.

H.24 PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall always maintain its subcontracting arrangements as specified in their proposal (if any) throughout performance. Any changes to the arrangement must be reported to the COR for acceptance or rejection. See also Sub Section H.13.2.

H.25 RECRUITMENT OF THIRD COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE CONTRACTS (DEC 4, 2014)

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

2. Recruitment Plans must:

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

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

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

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

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

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

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

      (iv) Processing applications and petitions;

      (v) Acquiring visas, including any associated fees;

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

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

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

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

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

(xi) Transportation and subsistence costs-

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

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

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

(xiii) Equipment charges.

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

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

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

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

(A) Agents;

(B) Labor brokers;

(C) Recruiters;

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

(E) Subsidiaries/affiliates of the employer;

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

(G) Subcontractors at all tiers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Contractors and subcontractors can find a model compliance plan, a sample code of conduct, a supplier/subcontractor self-assessment questionnaire, and criteria to select and monitor labor

recruiters on the Responsible Sourcing Tool website (www.responsiblesourcingtool.org) The Responsible Sourcing Tool is designed to assist Federal contractors, in identifying human trafficking or trafficking-related activities in their supply chains and developing effective management systems to prevent and mitigate these activities. The tool enables Federal contractors and other entities to visualize human trafficking risks by location, industry sector and commodity. On contracts exceeding $150,000 where performance will require the recruitment of non-professional third country nationals, the offeror is required to submit a **Recruitment Plan** as part of the proposal. Contractors providing employer furnished housing are required to submit a **Housing Plan**.

SECTION II - CONTRACT CLAUSES

I. CONTRACT CLAUSES

FAR 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. Also, the full text of a clause may be accessed electronically at: www.acquisition.gov.

The following contract clauses are incorporated by reference:

Clause	Title and Date
FAR52.202-1	Definitions (Jun 2020)
FAR52.203-3	Gratuities (Apr 1984)
FAR52.203-6	Restrictions on Subcontractor sales to the Government (Alt I) (Jun 2020)
FAR52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Jun 2020)
FAR 52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-13	System for Award Management – Maintenance (Deviation Jan 2026)
FAR52.204-14	Service Contracting Reporting Requirements (Deviation Jan 2026)
FAR 52.204-91	Contractor Identification (Sep 2025)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2026)
FAR52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Deviation Jan 2026)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Jan 2026)
FAR 52.222-50	Combating Trafficking in Persons (Deviation Jan 2026)
FAR 52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)
FAR52.225-5	Trade Agreements (Nov 2023)
FAR52.225-6	Trade Agreements Certificate (Feb 2021)
FAR52.225-14	Inconsistency between English Version and Translation of Contract (Feb 2000)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)

Clause	Title and Date
FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
FAR52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
FAR52.229-12	Tax on Certain Foreign Procurements (Feb 2021)
FAR52.232-5	Payments under Fixed Price Construction Contracts (May 2024)
FAR52.232-17	Interest (May 2014)
FAR52.232-24	Prohibition of Assignment of Claims (May 2014)
FAR52.232-27	Prompt Payment for Construction Contracts (Jan 2017)
FAR52.232-33	Payment by Electronic Funds Transfer-- System for Award Management (Oct 2018)
FAR 52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
FAR52.233-1	Disputes (May 2014)
FAR 52.233-3	Protest after Award (Jan 2026)
FAR52.236-15	Schedules for Construction Contracts (Deviation Jan 2026)
FAR52.236-21	Specifications and Drawings for Construction (Deviation Jan 2026)
FAR 52.240-91	Security Prohibitions and Exclusions (Jan 2026)
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (Jan 2026)
FAR52.242-13	Bankruptcy (Jul 1995)
FAR 52.242-15	Stop-Work Order (Aug 1989)
FAR52.243-4	Changes (Deviation Jan 2026)
FAR52.243-5	Changes and Changed Conditions (Deviation Jan 2026)
FAR 52.245-1	Government Property (Sep 2021)
FAR 52.245-9	Use and Charges (Apr 2012)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2026)
FAR52.246-19	Warranty of Systems and Equipment under Performance Specifications or Design Criteria (May 2001)
FAR52.246-21	
FAR52.248-3	Warranty of Construction (Mar 1994)
FAR52.249-10	Value Engineering – Construction (Oct 2025)
FAR52.249-14	Default (Fixed-price Construction) (Oct 2025) Excusable Delays (Apr 1984)
DOSAR 652.232-70	Payment Schedule and Invoice Submission (Fixed-Price) (Aug 1999)
DOSAR 652.236-7	Additional Safety Measures (Oct 2017)
DOSAR 652.237-72	Observance of Legal Holidays and Administrative Leave (Feb 2015)
DOSAR 652.242-73	Authorization and Performance (Aug 1999)
DOSAR 652.243-70	Notices (Aug 1999)

The following contract clauses are provided in full text:

FAR 52.212-4 Terms and Conditions—Commercial Products and Commercial Services (Jan 2026) - Amended

a) Definitions. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) Amended: Changes and changed Conditions
(a) The Contracting Officer may order changes in the drawings and specifications within the scope of the contract in writing.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) of this clause or conditions under paragraph (b) of this clause increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d) of this clause) upon submittal of a proposal for adjustment (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) of this clause unless—

(1) The Contractor has submitted the required written notice and the Contracting Officer has received the notice; or

(2) The Contracting Officer waives the requirement for written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

(e) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) Invoice. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable;

(D) Contractor point of contact; and

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest.(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if–

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR part 32).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a termination for cause.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures for interest credits prescribed in FAR part 32 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered under this contract are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) Other contract clauses incorporated in the solicitation or contract;

(4) Addenda to this solicitation or contract;

(5) Solicitation provisions incorporated in the solicitation;

(6) Other paragraphs of this clause;

(7) Other documents, exhibits, and attachments; and

(8) The specification.

(s) Unauthorized obligations.

(1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4, longer period required by statute, or periods specified in other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This clause does not require the Contractor to

create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(u) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

FAR52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *the date of contract award* through *expiration date of contract*.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) A delivery order or task order is considered "issued" when—
(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either—
(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.
(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than USD 5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of USD 1,000,000.00.
(2) Any order for a combination of items in excess of USD 2,000,000.00; or
(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after **six months** following its expiration.

(End of clause)

FAR 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. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 30 calendar days before expiration of the exercised year.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and 6 months.

(End of clause)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract 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 until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.
(End of clause)

(End of clause)

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

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

(End of clause)

DOSAR 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (FEB 2015)
(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Policy and Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert the substance of this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Policy and Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm*.

SECTION III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J. LIST OF ATTACHMENTS

J.1 ADMINISTRATIVE ATTACHMENTS

J.1.1 Pricing Schedule
J.1.2 IRS Form W-14
J.1.3 Samples for ILOCs

J.2 SOW ATTACHMENTS

J.2.1 List of Facilities
J.2.2 Site Plans
J.2.3 RSO Background Check Requirements
J.2.4 CSS Façade Paint Scheme

Section J will be made available separately through FAN.gov. Interested parties must explicitly request access by email to the Contract Specialist at Jacobsenw@state.gov. The explicit access request must contain:

- Company's Name and Physical Address
- Name of Requestor
- Name(s) and email address(es) of the company's representative(s) to whom access should be granted

No access will be granted to Section J to requestors submitting access requests as the quotations due date approaches or after the RFQ closes. Quoters are strongly encouraged to request access as early as practicable. Any delay by a quoter to request access to the Section J shall not constitute a basis for extending any solicitation deadline. All dates and times established in this solicitation remain firm unless changed by formal amendment issued by the Contracting Officer.

K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)

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

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

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

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

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

(End of provision)

K.2 FAR 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)

(a) Definition. As used in this provision-

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

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

(End of provision)

K.3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (DEVIATION) (JAN 2026)

(a) Definitions. As used in this clause—
Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
Subsidiary means an entity in which more than 50 percent of the entity is owned—
(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.
(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
(c) Representation. The offeror represents that-
(1) It [ ] is, [ ] is not an inverted domestic corporation; and
(2) It [ ] is, [ ] is not a subsidiary of an inverted domestic corporation.
(End of provision)

K.4 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (JAN 2026)

(a)(1) The offeror certifies, to the best of its knowledge and belief, that—
(i) The offeror and/or any of its Principals—

(A) Are [ ], are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have [ ], have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
(C) Are [ ], are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:
(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) The offeror has [ ], has not [ ], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of provision)

K.5 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (JAN 2026)

(a) Definitions. As used in this provision—
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
Federal contracts and grants with total value greater than $10,000,000 means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
(b) The offeror [ ] has, [ ] does not, have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).
(End of provision)

K.6 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (JAN 2026)

a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The offeror represents that–
(1) It is [ ], is not [ ], a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [ ], is not [ ], a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)

K.7 FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (DEVIATION) (JAN 2026)

(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 of the United States.

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 may claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available 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 must 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 IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

K.8 FAR 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (Deviation Jan 2026)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror must submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $700,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

K.9 FAR52.240-90 Security Prohibitions and Exclusions Representations and Certifications (Deviation Jan 2026)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

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

(2) FASCSA Orders.

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

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

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

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

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

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

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

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

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any

activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

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

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

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

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

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

(g) Disclosure.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

K.10 DOSAR 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.

(End of provision)

K.11 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (FEB 2015)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local nationals: _____ Third country nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local nationals: _____ Third country nationals: _____

(b) The contracting officer has determined that for performance in the country of *Germany*
☒Workers' compensation laws exist that will cover local nationals and third country nationals.
☐Workers' compensation laws do not exist that will cover local nationals and third country nationals.
(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228–4.
(End of provision)

K.12 CONTRACTOR RECRUITMENT OF THIRD COUNTRY NATIONALS (TCNs)
A Third Country National (TCN) is a citizen (national) of a country other than the Federal Republic of Germany and the United States of America.

If the Quoter has entered a number for "Third Country Nationals" under category 3 or 4 in the table at Subsection K.11 under DOSAR 652.228-70, the quoter certifies that:

(i) [ ] The Contractor will provide accommodation for the listed Third Country Nationals (TCNs).
(ii) [ ] The Contractor will not provide accommodation for the listed Third Country Nationals (TCNs).
(End of Provision)

K.13 ADDENDUM TO DOSAR 652.242-73 – AUTHORIZATION AND PERFORMANCE (AUG 1999)
I, as duly authorized representative of the quoter, hereby certify that the contractor I am representing has obtained or will prior to providing services under the ensuing purchase order obtain all necessary licenses, permits and authorization to operate and do business in the Federal Republic of Germany as required by the clause at DOSAR 652.242-73. Furthermore, the Contractor will comply with all laws, decrees and regulations of the Federal Republic of Germany.
(End of Provision)

K.14 CERTIFICATION
I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete.
Signature: _____
Type Name: _____
Title: _____
Date: _____
(End of Provision)

L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 FAR 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov.

These addresses are subject to change. If the FAR and DOSAR are not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following solicitation provisions are incorporated by reference:

Provision	Title and Date
52.204-6	Unique Entity Identifier (Oct 2016)
52.204-7	System for Award Management (Nov 2024)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services (Deviation Jan 2026)
52.214-34	Submission of Offers in the English Language (Apr 1991)

The following provisions are provided in full text:

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-price Indefinite-Delivery Indefinite-Quantity contract resulting from this solicitation.
(End of provision)

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the following physical address below: (for mailing address, see block 7 of the SF 1442):

American Consulate General
Regional Procurement Support Office (RPSO)
Giessener Str. 30
60435 Frankfurt am Main, Germany

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

L.5 FAR 52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.
(End of provision)

L.6 DOSAR 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 officer for the solicitation. If concerns remain unresolved, contact:

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward 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, Sharon D. James, at (571) 451 4912. 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) 516-1680, by fax at (703) 875-

6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
(End of provision)

L.7 Addendum to FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Jan 2026)

Pursuant to FAR 12.205(a)(1), the provision at FAR 52.212-1, Instruction to Offerors - Commercial Products and Commercial Services (Jan 2026) is augmented as follows:

1. Period for Acceptance of Quotation: The period for acceptance of quotation, as stated in FAR 52.212-1 (Jan 2026), is extended from 60 calendar days to 90 calendar days.

2. Preparation and Submission of Quotation:
   Each proposal shall consist of Phase 1 and the following separate volumes:

L.7.1 VOLUME 1 -PRICE PROPOSAL

(A) SF1449
Complete and sign SF1449

(A) Section B
Complete Sub Section B.7

(B) Breakdown of Price Proposal (Attachment 2)
The Government has provided a comprehensive breakdown of the price proposal, the total of which shall match that of the firm-fixed price inserted in Sub-Section B.3.1. The breakdown shall encompass all applicable categories of construction services including but not limited to general requirements; site work; labor; materials; overhead; and profit. Adjust the breakdown sheet as necessary.

(C) Section K - Representations and Certifications
The Offeror is required to complete all Representations, Certifications, and other Statements of Offerors or Respondents and other certifications required in Attachment 3.

(D) Phase 1 – Mandatory Minimum Requirements

1. **Proof of UEI and SAM registration**
   SAM Registration confirmation - The Offeror is required to be registered in the System for Award Management (SAM) database, in accordance with FAR 52.204-13, and for the status of the registration to be "Active"

2. **VAT requirement**
   The contractor shall demonstrate they have a clear understanding of local VAT requirements in accordance with Section B.4. The contractor shall provide local VAT registration number (if applicable).

3. Authorization to perform in the country of performance
In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) the contractor shall be required to have obtained necessary authorization to do business and operate in the country of performance.

If the offeror has obtained such authorization, provide a copy of the permit, or registration, documentation.

If offeror has not obtained such authorization, provide, the offeror shall provide:

a) A thorough description as to what steps you have taken to investigate all requirements to obtain authorization to perform in the country of performance
b) Details of your findings and a description of what your organization will actually be required to undertake to obtain licensing and requisite permit(s)
c) Any impact such authorization may have on the contractor's operating name and address
d) Specific information concerning the period of time you anticipate it will take to obtain appropriate authorization. Any plan reflecting a protracted period (i.e. more than 30 calendar days after award) in obtaining license(s) and/or permit(s) may be rejected at the discretion of the Contracting Officer since further delay would otherwise harm the Government.

4. Ability to obtain Irrevocable Letters of Credit
The offeror shall provide a letter or similar documentation from a financial institution confirming that, in the event of contract award, the required contract surety in the form of separate Irrevocable Letter of Credits at the required percentage will be provided punctually and in accordance with the conditions listed in Section H.1., and including the appropriate language as provided in the samples found in Section J of this solicitation. This letter should be a statement of your ability to get the ILCs and not the ILCs itself.

5. Subcontractor information – Performance of work by contractor
The offeror shall identify the work, by percentage that will be performed by the contractor with its own workforce on site.

Provide the names, addresses, and telephone numbers of all subcontractors, clearly indicating what percentages and portions of the work will be performed by them.

Provide written assurance that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

For the subcontractors identified that will perform more than 20 percent of the contract's total performance provide documentation that demonstrates their experience relevant to the works assigned to them under the respective subcontracts under Volume 2 - (D) EXPERIENCE AND PAST PERFORMANCE.

6. Recruitment of Third Country Nationals
If in Section K.12 "Contractor Recruitment of TCNs" table, the contractor

- has selected (i), then provide both a Recruitment Plan and a Housing Plan, as set forth in the clause at Sub-Section H.25.

- if the offeror has selected (ii), then provide a Recruitment Plan, as set forth in the clause in Sub-Section H.25

In addition , as required under 52.225-50 (h) (Combatting Trafficking in Persons) the offeror shall provide a compliance plan.

L.7.2 VOLUME 2 – TECHNICAL PROPOSAL

The Technical Proposal shall set forth current, accurate, and complete information as required by this solicitation. The Technical Proposal shall be prepared as follows:

Tab A – Key Personnel
Tab B – Management Information
Tab C – Past Performance & Construction Experience
Tab D – Preliminary Quality Management Program

(A) Key Personnel
The Government considers the offeror's following individuals to be key personnel under any contract resulting from this solicitation. The offeror shall provide a detailed resume and the experience of these individuals. If these individuals are not current employees provide a letter of intent.

1. Project Manager
2. Quality Program Manager
3. Field Superintendent of Construction
4. Safety Officer

Combined positions/functions on single Key Personnel (when qualified) are acceptable.

All Key Personnel shall be fluent in written and spoken English, that he / she is able to technically communicate with the COR / Post Facility Manager or other technical persons in English and the Project Site Superintendent shall be fluent in written and spoken English and German.

The Contractor shall provide all of the following required information for all key personnel:

1. Name of Individual, Date of Birth, Nationality
2. Language proficiency
3. Role on this specific construction project (for example Project Manager, Site Superintendent, QC Manager).
4. Describe the Individuals experience in the location where the work is to be performed.
5. List of experience relevant to the type of work required by this contract in chronological order, listing most recent experience first. Include following information with each experience listed:

a. Employing Construction Firm
b. Project Title and description, highlighting similarities to work required by this contract
c. Value of the project (US Dollars)
d. Start and end date (month/year) of this individual's involvement on the project

e. Individual's responsibilities on the project
f. Customer point of contract.

If any of the above individuals are not current employees, the offeror shall provide a letter of intent.

(B) Management Information

1. Company profile including:

i. Full name and address of the offeror as included in the SF-1449.
ii. List of names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror

2. A list of the names, addresses, and telephone numbers of all primary suppliers of material to be used on the project. The list will indicate if materials will be obtained locally, or if materials will be imported into the country of performance.

3. A comprehensive list of equipment owned, equipment available, and subcontractor supplied equipment, which will be assigned to the work described in the solicitation. Subcontractor equipment assigned to the project shall be listed separately

4. A list of the number of personnel that will be assigned to this project. The listing shall be broken down into disciplines and craft and shall include both the Contractor work force and that of any proposed subcontractor.

(C) EXPERIENCE AND PAST PERFORMANCE

The contractor shall provide a list of 3 (three) relevant projects that clearly demonstrate prior construction, which were:

1. Physically completed within the past five years.
2. Similar in magnitude (amount) to this project
3. Similar in construction features and complexity (exterior painting and repairs)
4. Similar in other contract features such as, but not limited to the construction procedures as described in this solicitation

For Sub-contractors performing 20% or more of the work under this contract provide the same documentation that demonstrates their experience relevant to their assigned work under the respective subcontracts.

Provide the following information for each construction and maintenance contract or project and specify:

1. Customer's name, address, and telephone numbers of customer's lead contract and technical personnel
2. Contract value, number and type
3. Contract award date, place of performance, and completion date
4. Brief description of the work, including responsibilities

5. Comparability to the work under this solicitation
6. Brief discussion of any major technical problems and their resolution
7. Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.)
8. Any terminations (partial or complete) and the reason (convenience or default).
9. If any problems were encountered during the project, provide an explanation of problems and the corrective actions taken.
10. For any of the projects submitted, provide a written performance evaluation executed at the completion of the project, if available. If not in English, please provide a courtesy translation in English.

If more than three (3) projects are submitted, only the three (3) most recent will be evaluated. The projects may be contracts for the U.S. Government or other clients.

Not more than two (2) one-sided, A4 or US letter size pages (not to exceed 6 pages total) of written material (narratives) shall be submitted for each project. In addition, photographs of the projects may be provided. The number of pages showing photographs of projects shall not exceed four A4 or US letter size pages/sheets per project.

Joint venture offerors shall provide relevant information on at least one contract for each joint venture partner, where each partner performed by itself or part of a joint group; the total number of contracts submitted shall not exceed three (3).

(D) PRELIMINARY QUALITY MANAGEMENT PROGRAM.
In accordance with section E.5 of the solicitation, offerors shall provide a Quality Control and Quality Assurance Program (QMP) organizational structure. These programs shall be in sufficient detail and shall include charts, description of key personnel, work or services to be performed, and the techniques and procedures the offeror plans to implement in order to ensure that all work will meet the required technical and quality standards. The QMP shall be in sufficient detail to clearly demonstrate to the Government's evaluation team that the contractor has a clear understanding of all project requirements and has an acceptable quality control program.

JOINT VENTURE AGREEMENTS:

Joint Venture Offerors shall furnish with their proposal a notarized legal document that establishes the Joint Venture. The Joint Venture Agreement shall take effect upon the submission of the proposal and remain irrevocable until one (1) year after the work has been finally inspected and accepted by the Government. The Joint Venture Agreement shall include, at a minimum, the following:

- Name of firms that form the Joint Venture and the name of the Joint Venture
- Name and title of the corporate officials signing on behalf of each party
- Solicitation number
- Description of the responsibilities in terms of work category for each partner (for example Firm A performing Final of C-2-d) that sufficiently demonstrates how the joint venture meets the work requirements of this solicitation
- The statement "The composition and structure of the Joint Venture will remain unchanged from award to one (1) year after the work has been finally inspected and accepted by the Government."

- Date of issuance of the agreement and notarized signature of the corporate officials on behalf of each party.

The U.S. Government reserves the right to review the actual Joint Venture agreement to determine its basis and compliance with the applicable laws. Any internal agreement affecting the internal composition of the existing Joint Venture and its potential liabilities in relation to the contract (bonds, bank guarantees, insurance, etc) will be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the Joint Venture will require the Joint Venture to formally request a Novation Agreement in accordance with FAR Part 42 which will be approved/disapproved at the discretion of the Contracting Officer.

The Joint Venture shall include the warrant required in accordance with DOSAR 652.242-73, Authorization and Performance. A joint venture offeror must also have an active SAM registration pursuant to 52.204-7.

L.8 FAR 52.236-27 SITE VIST (FEB 1995) ALTERNATE I (FEB 1995)

a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.

b) **An organized site visit** will be held **on August 13, 2026, at 09:00 CEST** to provide a general site conditions inspection.

The site visit will start at the US Consulate Frankfurt at 09:00 CEST and is expected to take about an hour. Afterwards the site visit will commence at the Carl-Schurz-Siedlung Frankfurt and at one of the residences (exact address to be provided).

Offerors shall be at the Consulate no later than 08:45 CEST and are responsible for their own transportation to the Carl-Schurz-Siedlung and to the residence.

Offerors planning to attend the site visit must submit the Name, Phone number, Organization/Company, Citizenship, and Passport # & nationality, of their company's representatives to the attention of FAC Maintenance Supervisor **Mr. Andrej Krsmanovic, email:** KrsmanovicA@state.gov as the main POC U.S. Consulate General Frankfurt **no later than August 10, 2026.** Please use subject line: **"RSVP 19GE5026R0116 Site visit"** with Jacobsenw@state.gov on cc.

This information must be provided in order to ensure access to the venue and arrange for oversight for the attendees. No substitutes or additional persons may attend the pre-proposal conference and site visit. **Attendees are requested to carry copy of the solicitation document and their photo ID along with them for validation.** Without photo ID, attendees will not be allowed to participate in the pre-proposal conference or site visit. No electronic devices e.g. laptops are permitted.

Attendance is limited to 2 persons per company .

L.9 PROPOSAL DUE DATE

The complete proposals (Volume 1 & Volume 2) shall be submitted electronically to Ms. Wencke Jacobsen; email: Jacobsenw@state.gov with subject line "Proposal 19GE5026R0116", no later than 15:00 hours Central European Summer Time (CEST). Monday, September 10, 2026.

All documents shall be submitted in the Microsoft word or the Adobe pdf format and shall be named / numbered to appear in the e-mail(s) in the correct sequence. The only Exception is Itemized Cost Breakdown which may be submitted in Microsoft Excel format. The limit per e-mail is 50MB.

Zipped files (.zip or .rar) are not permitted.

NOTE: No proposals will be accepted after the time specified above. Delay due internet connection issues / failure, delay on electronic correspondence transmission or processing will not be an acceptable excuse for late delivery of a proposal.

Offerors may rely ONLY upon written interpretations by the contracting officer.

L.10 SUBMISSION OF QUESTIONS / REQUEST FOR CLARIFICATION

The offeror shall identify / explain / justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation.

The offeror shall immediately report to the contracting officer any ambiguity in the solicitation.

Any prospective offeror who requires a clarification, explanation or interpretation of the requirements shall make a written request to the contracting officer no later than 15:00 Hours CEST on August 17, 2026. Offerors may rely ONLY upon written interpretations by the contracting officer.

M. EVALUATION FACTORS FOR AWARD

FAR 52.212-2 Evaluation – Commercial Products and Commercial Services (Jan 2026)

(a) Evaluation factors. The Government will issue a contract resulting from this solicitation to the responsible offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

1. Technical Capability
2. Past Performance
3. Price

Evaluation factors other than price when combined are significantly more important than price.

(b) Options. The Government will evaluate proposals for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an proposal is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of a proposal furnished to the successful Offeror within the time for acceptance specified in the proposal, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept a proposal (or part of a proposal), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
(End of provision)

Addendum to FAR 52.212-2 Evaluation – Commercial Products and Commercial Services
To be acceptable and eligible for evaluation, proposals shall be prepared in accordance with 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services with its addendum and shall meet all the requirements set forth in other sections of this solicitation.

BASIS FOR AWARD
The Government will then evaluate proposals using the **Highest Technically Rated with a Fair and Reasonable Price** source selection approach in accordance with FAR 15.103-3.

Under this approach, technical considerations are of primary importance. The Government will identify the proposal that is determined to be the highest technically rated based on the evaluation factors set forth in this solicitation. The competition will utilize a Highest Technically Rated with Fair and Reasonable Price (HTRRP) approach, not a Lowest Price Technically Acceptable (LPTA) basis and not a tradeoff process.

For this effort, the best value basis for award will be determined by identifying the highest rated offeror(s) under the non-price evaluation factors whose proposed price is determined to be fair and reasonable. As there will be no tradeoff between any of the Technical Factors and Price, there is no relative weighing between the non-price factors and the price factor. This is because the price evaluation will be conducted only for those offerors who achieve the highest technical ratings.

If multiple proposals are similarly rated at the highest level, the Government will consider price among those top-rated proposals to determine which represents the best overall value. No tradeoff will be made between proposals of differing technical ratings. The Government reserves the right to make award to a lower-priced offeror among the top-rated group if it is determined to provide comparable technical value. Conversely, the Government reserves the right not to make award to the lowest-priced offeror if a higher-priced proposal offers greater technical value that justifies the cost.

The Government will not evaluate or consider the price proposals of offerors who do not achieve the highest technical rating, and the Government will not make award to an offeror whose price is determined to be unreasonable or unbalanced.

The selected offeror must be determined to be technically acceptable and responsible, as defined in FAR Part 9, specifically FAR 9.104 .

Evaluations will be conducted in accordance with the procedures set forth below:

1) **COMPLIANCE REVIEW & PHASE 1**
   The Government will review proposals to determine whether:
   - All required volumes have been submitted
   - Mandatory Minimum Requirements have been met
   - Required representations and certifications have been completed
   - Required documentation has been provided

   Those proposals that are missing a significant amount of the required information may be eliminated from consideration at the Government's discretion.

   Only proposals that pass Phase 1 – Mandatory Minimum Requirements will proceed to Highest Technically Rated with Fair and Reasonable Price under Phase 2.

2) **PHASE 2 - Highest Technically Rated with Fair and Reasonable Price (HTRRP) approach**

   Proposals will be evaluated to assess the degree to which they meet or exceed the requirements outlined in addendum to 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services, VOLUME 2 – TECHNICAL PROPOSAL.

   The evaluation will consider the strengths, weaknesses, and risks associated with each technical proposal. Technical merit will be the primary driver in the selection process. Only those proposals that receive the highest technical ratings will be considered for price evaluation. Each proposal will be rated under the non-price factors, and a ranking will be established from highest to lowest technically rated**.**

   TECHNICAL AND PAST PERFORMANCE EVALUATION RATINGS
   Under the Highest Technically Rated with Fair and Reasonable Price approach per FAR 15.103-3, technical merit is paramount in determining best value. The Government will evaluate technical proposals using the adjectival rating scheme outlined in Tables 1 – 3 below and an Overall Performance Confidence Assessment that provides an overall rating of the

Government's confidence in the offeror's ability to successfully perform the required effort. Only those proposals receiving the highest technical ratings will proceed to price evaluation. The Government will not award a contract to an offeror whose proposal contains a deficiency in any of the non-price factors.

Table 1: Technical Evaluation Factors

Tab A – Key Personnel
Tab B – Management Information
Tab D – Preliminary Quality Management Program

This table will be used to evaluate the following technical factors:

Rating	Definition
EXCEPTIONAL	Proposal meets and significantly exceeds requirements with comprehensive approach. Demonstrates exceptional merit with very low performance risk. Significant strengths; no deficiencies.
SATISFACTORY	Proposal meets requirements with sound, feasible approach. Demonstrates good understanding with moderate performance risk. Strengths outweigh weaknesses.
MARGINAL	Proposal meets some requirements but shows limited understanding. Presents significant performance risk. Weaknesses equal or outweigh strengths.
UNSATISFACTORY	Proposal fails to meet requirements or requires major rewrite. Presents unacceptable performance risk. **Ineligible for award.**

Table 2: Past Performance Ratings

Tab C – Past Performance & Construction Experience

This table will be used to evaluate Past Performance.

Rating	Definition
SATISFACTORY	Recent, relevant performance demonstrates quality work. Government has reasonable expectation of successful performance.
NEUTRAL	No relevant past performance or insufficient information available. Not rated favorably or unfavorably; acceptable for award.
UNSATISFACTORY	Recent, relevant performance shows poor quality. Substantial doubt exists about ability to perform. **Ineligible for award.**

Table 3: Overall Performance Confidence Assessment
The Government will assign an Overall Performance Confidence Assessment based on an integrated evaluation of Factor 1 (Technical Capability) and Factor 2 (Past Performance). This assessment reflects the Government's overall confidence in the offeror's ability to successfully perform the contract requirements.

In making this assessment, the Government will consider the soundness and feasibility of the proposed technical approach, organizational capability, staffing and management processes, as well as the quality, relevance, and recency of the offeror's past performance. The evaluation will assess how well the offeror's demonstrated experience and performance history support successful performance of the current requirement.

The Overall Performance Confidence Assessment will be based on a holistic consideration of strengths, weaknesses, and risks identified under the non-price factors and will reflect the likelihood of successful performance with minimal Government oversight. Only proposals that are technically acceptable and contain no deficiencies under the non-price factors are eligible for award consideration. Proposals containing a deficiency in any non-price factor will be ineligible for award.

Based on this integrated evaluation, the Government will assign an Overall Performance Confidence Assessment rating as follows:

Overall Performance Confidence Assessments	
Rating	**Description**
Substantial Confidence	The proposal demonstrates exceptional or strong technical capability with very low performance risk, supported by recent and relevant past performance of high quality. The Government has a high expectation that the offeror will successfully perform the required effort, and Government intervention is unlikely to be required.
Satisfactory Confidence	The proposal demonstrates sound technical capability with manageable performance risk, supported by satisfactory or neutral past performance. The Government has a reasonable expectation that the offeror will successfully perform the required effort, and minimal Government intervention is expected.
Limited Confidence	The proposal demonstrates weaknesses in technical capability and/or past performance that increase performance risk. The Government has a low expectation that the offeror will successfully perform the required effort, and some Government intervention is expected.
No Confidence	The proposal demonstrates significant technical deficiencies and/or unsatisfactory past performance such that substantial doubt exists regarding the offeror's ability to successfully perform the required effort. Proposals receiving this rating are ineligible for award.

Evaluation Considerations:
For offerors without relevant past performance, or where past performance information is so limited that no meaningful assessment can be made, the TEP will assign a Neutral Past Performance rating. A Neutral Past Performance rating will not be evaluated favorably or unfavorably; however, the Overall Performance Confidence Assessment will still consider the offeror's demonstrated technical capability and performance risk.

RESPONSIBILITY EVALUATION

Contractor responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

(a) Adequate financial resources or the ability to obtain them,
(b) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments,
(c) Satisfactory performance record
(d) Satisfactory record of integrity and business ethics,
(e) Necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them
(f) Necessary production, construction, technical equipment and facilities, or the ability to obtain them, and
(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

AWARD SELECTION

To be eligible for evaluation, proposals must meet all solicitation requirements.
Proposals that fail to provide current, complete, and accurate information may be determined unacceptable and ineligible for award. The Government will evaluate acceptable proposals in accordance with Sections (iv)(3) and (4) of the combined synopsis/solicitation and determine offeror responsibility pursuant to FAR Part 9.

In evaluating each factor and subfactor, the Government will assess the offeror's understanding of the requirements, compliance with the solicitation, and the likelihood of successful contract performance, including the ability to protect Government property, personnel, and visitors.

Under the Highly Rated, Reasonable Price (HRRP) process, the Government will first evaluate technical capability and past performance. Only proposals determined to be among the highest rated under the non-price factors will proceed to price evaluation. Price will be evaluated for fairness and reasonableness in accordance with FAR 15.404-1. The Government reserves the right to reject proposals with prices determined to be unreasonable.

AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.212-1(d), the Government may award a contract based on initial proposals without conducting discussions. Offerors are encouraged to submit their best proposals initially. The Government intends to make a single award.

CONTRACT AWARD
The Government intends to award a contract to the offeror whose proposal is determined to be among the highest technically rated under the non-price factors and whose price is determined to be fair and reasonable, in accordance with Sections (iv)(3) and (4) of the combined synopsis/solicitation. All responsibility determinations will be made in accordance with FAR Part 9 prior to award.

The successful offeror will be notified of award and required to satisfy all pre-performance requirements, including execution of contractual documents and compliance with applicable security, insurance, and other award conditions, prior to commencement of performance. Failure to meet award conditions within the required timeframe may result in withdrawal of the award, and the Government may proceed with another eligible offeror or take other action in the Government's best interest.

Unsuccessful offerors will be notified in writing. Debriefings may be provided upon request in accordance with FAR 15.301.
(End of addendum)

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)
If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Department of State exchange rate in effect as follows:

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

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

FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, 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).

END OF SOLICITATION