COMBINED SYNOPSIS & SOLICITATION

United States Consulate General Frankfurt, Germany
Landscaping and Grounds Maintenance
U.S. Embassy Baghdad, Iraq

SOLICITATION NO. 19GE5026Q0126

Issued by:

American Consulate General
Regional Procurement Support Office
Giessener Strasse 30
60435 Frankfurt am Main
Germany

Combined Synopsis and Solicitation
Solicitation Number 19GE5026Q0126

(i) Description

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with part 12. This announcement constitutes the only solicitation. Offers are being requested and a separate written solicitation will not be issued.

Solicitation number 19GE5026Q0126 is issued as a request for quotation (RFQ), for Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contract for Acquisition of Landscaping and Ground Maintenance on behalf of U.S. Embassy Baghdad, Iraq. Annual firm-fixed price task orders will be issued under this IDIQ contract.

The Government may request similar services in other locations in Iraq which will be defined in individual task orders.

The contract shall remain unfunded, funding in the amount of the guaranteed minimum will be issued on a task order at the time of contract award. The fixed prices are listed in section (ii).

MINIMUM (Reference Section I, Clause 52.216-22(b))
During the term of this contract, the Government shall order, as a minimum, services in an amount of at least $5,000.00 or equivalent in local currency.

The Government makes no guarantee as to the number of orders or actual amount of services that will be requested above the guaranteed minimum of $5,000.00 or equivalent in local currency.

The maximum dollar value during the entire life of this contract is $4,500,000.00

This acquisition is not set aside for small business concerns.

This solicitation incorporates provisions and clauses by reference. The full text of provisions and clauses may be accessed electronically at www.acquisition.gov.

(ii) List of line-item number(s) and items, quantities, and units of measure

Pricing Schedule
The fixed prices for the services as specified in Section (iii) are set forth in Attachment A – Pricing (to be submitted by Offeror as part of proposal and made part of the

contract award).

THE CONTRACTOR SHALL STATE CURRENCY: _____

Prices
The contractor shall complete all labor, material, 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. These individual prices shall include all labor, materials, profit, and, if applicable, value-added tax (VAT).
Any costs not separately priced will be considered to be included in the individual prices as overhead or other indirect cost. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this contract. Nor will the contract price be adjusted on account of fluctuations in the currency exchange rates.
The currency shall be fixed and cannot be changed by modification to the contract.

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

Defense Base Act (DBA) Insurance
a. The Department of Labor has waived the DBA insurance for the countries in paragraph (c) of this subsection. United States citizens or residents and individuals hired in the United States, regardless of citizenship shall be required to obtain DBA insurance. Evidence of DBA insurance shall be submitted within 15 days of award. The DBA Insurance shall be obtained from any U.S. Department of Labor (DOL) authorized DBA insurance broker. A list of DOL-authorized insurance brokers is available at the following address:
http://www.dol.gov/owcp/dlhwc/lscarrier.htm.

b. DBA insurance cost will be evaluated as part of the total evaluated firm fixed price and included in the firm fixed price. The Contractor shall be reimbursed for the cost of DBA insurance only upon providing proof of payment.

c. The DOL has waived DBA insurance for the following countries of performance under this contract: https://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm

d. **Iraq** is not listed on the DOL Active DBA Waiver list and therefore DBA Insurance is required for all of the Contractor's employees working on this project.

e. The Contractor will be reimbursed for DBA insurance only to the extent the Contractor provides documentary proof that DBA insurance has been paid and only to the extent quoted in the Pricing Schedule.

<u>NOTE 1:</u> Defense Base Act insurance is required for all subcontractor employees performing under this contract. The Government will not reimburse subcontractors directly for DBA insurance. Subcontractors shall recover DBA insurance costs through their pricing to the prime contractor, and the prime contractor is responsible for managing all subcontractor DBA-related costs.

James Zadroga 9/11 Health and Compensation Act of 2010 Notice

In accordance with the James Zadroga 9/11 Victims Health and Compensation Act of 2010, payments made under this procurement may be subject to a 2% excise tax as prescribed under 26 U.S.C. 5000C, unless a waiver or exception applies.

If a waiver or exception applies to the contractor, the contractor shall complete Attachment E, IRS Form W-14. The contractor is responsible for determining its tax obligations and ensuring compliance with applicable tax laws and regulations.

Special Considerations:

- <u>Risk Assessment and Risk Mitigation Plan:</u>
  Iraq is listed on the Department of State's Designated Critical Environments List. The Government will have to perform a comprehensive risk assessment and develop a risk mitigation plan for contractor personnel who are non-local resident American Citizens or Third Country Nationals in country for more than 45 cumulative days in a calendar year.

  When requested the contractor shall provide the required information to the Government within 7 calendar days.

- <u>RAM Vetting:</u>
  Successful passing of vetting to evaluate the risk that funds may benefit terrorists or individuals/ entities deemed to be a risk to national security or their supporters is a condition of award.

  The contractor may be asked to submit information required by DS Form 4184, Risk Analysis Information about their company and its principal personnel. Vetting information is also required for all subcontract performance on contracts identified by the Department as presenting a risk of terrorist financing.

  When requested the contractor shall provide the required information to the Government within 7 calendar days.

(iii) Description of requirements

The complete statement of work shall be found under **<u>Attachment-I-Scope of Work.</u>**

Reports And Other Deliverables

All reports and other deliverables required under this contract shall be delivered by email to the COR and mailed to the following address: TBA

Description	QTY	Delivery Date	Deliver to
Invoice	1	To be submitted monthly	Designated Billing Office
Liability Insurance	1	No later than 30 calendar days after issuance of the contract	CO, COR
Grounds maintenance plan	1	No later than 30 calendar days after issuance of the initial task order authorizing commencement of services	COR
Initial inventory and updates	1 initial; updates as needed	Initial inventory during mobilization; updates as areas or maintained features are added, removed, remediated, reclassified, or otherwise changed	COR
Key Personnel contact information	1 initial; updates as needed	During mobilization and before the applicable individual begins assigned duties; updates upon personnel or contact-information changes	COR
Personnel qualification, authorization, and licensing rosters	1 initial; updates as needed	No later than 5 calendar days after issuance of the contract to conduct background checks and before personnel perform	COR

		covered work; updates upon personnel, qualification, authorization, license, or work-assignment changes	
Irrigation design package submittals	as needed	Before beginning COR-authorized remediation work involving new irrigation, irrigation expansion, or landscape design and installation work	COR
Safety Data Sheets	as needed	Before application or use of landscaping chemicals on site	COR
Government-furnished equipment accountability inventory	1 initial; updates as needed	Upon receipt of government-furnished mobile equipment and power tools; updates upon turnover, addition, removal, reassignment, damage, loss, repair, replacement, or other change in status or condition; available upon request	COR
Mobilization completion confirmation	1	Upon completion of mobilization activities, no later than two months after issuance of the initial task order authorizing commencement of services	COR

Weekly quality-control inspection records	Weekly	Weekly during performance	COR
GMMS work-order discrepancy notifications and update recommendations, as needed	As needed	Promptly when an applicable GMMS work order is missing, inaccurate, obsolete, incomplete, or requires update; initial systematic review of existing applicable GMMS work orders completed no later than the end of the Base Year; ongoing review and update recommendations throughout performance as discrepancies are identified, maintained areas or features change, and remediation areas are completed	COR

Recruitment of Third Country Nationals (TCNs) for Performance on Department of State Contracts

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 52.222-50. 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.

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 that sufficiently demonstrates how the joint venture meets the work requirements of this solicitation
- The statement "The composition and structure of the Joint Venture shall 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) shall be sent to the Contracting Officer to provide notice of the same. Any change in the composition of the Joint Venture shall require the Joint Venture to formally request a Novation Agreement in accordance with FAR Part 42 which shall 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 shall also have an active SAM registration pursuant to 52.204-7.

(iv) Date and Place of Performance

Period of Performance: IDIQ contract for a total period of one (1) base year and four (4) option years from the date of setup. The Government will conduct an annual review to determine if the IDIQ still represents the best value. Line items are structured by 12-month performance periods to reflect annual pricing. The services are expected to start in September 2026.

Place of Performance/ Delivery: Iraq.

(v) List of solicitation provisions that apply to this acquisition:

Addendum to FAR52.212-1
Preparation and Submission of Quotation.
The offeror shall provide the following information with their quotation:

Volume 1 (Price Volume) containing the following:

1. **Pricing - Pricing Table in paragraph (ii):** All applicable portions of this form shall be completed in each relevant category. The Currency shall be stated.

2. **Representations and Certifications -and Contractor's Recruitment of Third Country Nationals (TCNs) - Attachment (D):** The Offeror is required to complete the Representations, Certifications, and other Statements of Offerors or Respondents 52.204-24, 52.212-3, Defense Base Act table and Contractor Recruitment Of Third Country Nationals (TCNs).
   In addition:
   - If the offeror has selected TCNs Section (i) as per Attachment (D), provide both a **Recruitment Plan** and a **Housing Plan**.
   - Accordingly, if the offeror has selected TCNs Section (ii) as per Attachment (D), provide a **Recruitment Plan**.

   NOTE: The Government maintains a zero-tolerance policy towards trafficking in persons. The failure to provide the required documentation may result in a proposal being removed from competition without discussions.

3. **Trafficking in Persons Plan –** As per FAR 52.222-50 Trafficking in Persons and FAR 52.222-56 Certification Regarding Trafficking in Persons & Compliance Plan, the contractor shall provide a Trafficking in Persons compliance plan and a certification stating that the offeror, nor its agents or subcontractors, have engaged in any human trafficking related activities.

4. Proof of active SAM registration

5. **Attachment (E) – IRS Form W-14:** If applicable an IRS Form W-14 shall be submitted (see 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation).

Volume 2 (Technical Volume) containing the following:

1. **Work Plan:** The offeror shall provide a work plan, considering all work elements in Section (iii) to demonstrate a clear understanding of the work requested in this solicitation.

2. **Key Personnel:** The Government considers the offeror´s Project Manager, on-site technical expert, on-site site supervisor, backup site supervisor to be key personnel under the resulting contract from this solicitation.
    - The Project Manager shall have, at a minimum, professional experience in managing similar projects in scope and magnitude, be proactive and qualified. The Project Manager may perform duties remotely and may also serve as the Landscaping, Irrigation, and Horticultural Technical Expert, site supervisor, backup site supervisor, or another qualified contractor representative. This requirement does not require a separate full-time or on-site position. The Project Manager shall ensure that formal oral and written communications with the COR are conducted in English. Required reports and submittals shall be provided in English.
    - The on-site technical expert shall have, at a minimum, a bachelor's degree from an accredited college or university, or equivalent, in horticulture, arboriculture, forestry, landscape management, plant sciences, or a closely related field, and shall have a minimum of five years of professional experience in one or more of those same fields.
    - The on-site site supervisor shall have a minimum of three (3) years of professional experience in landscape maintenance, horticulture, arboriculture, urban landscape management, or a closely related field. The site supervisor shall possess sufficient spoken-English capability to serve as the primary on-site point of contact with the COR regarding daily operations, scheduling, safety matters, deficiencies, and corrective actions.
    - The backup site supervisor shall be familiar with the contract requirements.

    The offeror shall provide a detailed resume and experience of these individuals. Use Attachment B – Key Personnel.

3. **Authorization and performance:** In accordance with DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999) provide written certification that authorization to operate and do business in the country which is the place of performance has been obtained. 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 shall 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 shall take to obtain appropriate authorization. Any plan reflecting a protracted period (i.e. more than 15 calendar days after award) in obtaining license(s) and/or permit(s) shall be rejected at the discretion of the Contracting Officer since further delay would otherwise harm the Government.

4. **Personnel, equipment & financial resources:** The offeror shall provide evidence that their company can provide the necessary personnel, equipment and financial resources needed to perform the work.

5. **Liability Insurance:** The offeror shall provide either a copy of the Certificate of Insurance (Liability insurance) or a statement that the contractor will get the required insurance and the name of the insurance provider to be used. (This requirement is additional to the Defense Base Act Insurance)

6. **Subcontractor information (if applicable):** The offeror shall provide a list of subcontractors indicating what portions of the work will be performed by them. Specify the percentage of work that will be sub-contractor. **If the offeror will not use sub-contractors, that shall be stated.**

7. **Past Performance Information** - Completed Attachment C to include three (3) recent and relevant contracts for similar landscaping and ground maintenance services that are similar in scope and magnitude and other references (including contract numbers, points of contact with telephone numbers and other relevant information) during the last 5 years.

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021) (RFO DEVIATION 01/31/2026).

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer 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: Evaluation factors other than price when combined are significantly more important than price.

(b) Options (if applicable). The Government will evaluate offers 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 offer 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 an offer furnished to the successful Offeror within the time for acceptance specified in the offer,

shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

BASIS FOR AWARD

(a) The evaluation of offers will be based on best value using comparative evaluation authorized under RFO FAR 12.203(c)(2). A comparative evaluation is defined as the act of comparing two or more offers in response to the RFQ. The line-by-line comparison is performed by comparing each offer directly to one another to determine which provides the best value to the Government. **This is NOT a low price technically acceptable or trade-off process.**

This selection process will utilize RFO FAR 12 procedures.

(b) **After preliminary consideration of all offers, the Department will no longer consider offers that do not meet basic standards to be eligible for award. The offers that remain will be subject to a comparative evaluation.**

The preliminary evaluation process shall include the following:

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

(c) EVALUATION CRITERIA. Proposals will be evaluated on the basis of a direct comparison to other offers to discern if there is any kind of performance quality superiority that would support an award to a higher priced offer as described below.

1. **Technical**: Technical will be evaluated on the basis of a direct comparison to other offers to discern if there is any kind of technical quality superiority that would support an award to a higher priced offer.

2. **Past Performance**: Past performance will be evaluated on the basis of a direct comparison to other offers to discern if there is any significant past performance superiority that would support an award to a higher priced offer. Past performance as a discriminator may be appropriate where based on the offeror's performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

3. **Price:** Price will be evaluated to ensure the proposed price is fair and reasonable. The price will be determined by multiplying the offered prices times the estimated quantities in "Attachment A- pricing", and arriving at a grand total, including all

options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

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

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

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

(f) ELIGIBILITY FOR AWARD: To be eligible for award, offerors are required to meet all solicitation requirements, such as terms and conditions, non-price and price instructions in paragraph (iii). Failure to comply with all or any specific solicitation requirements and instructions may result in the offeror being removed from award consideration.

The Government may reject, without consideration of past performance or price, any proposal that has been rated "unacceptable" under any non-past performance and non-price factor. Such proposal will be considered technically unacceptable.
The Government may reject any proposal from an offeror is determined to be not responsible. The determination of offeror responsibility will be made by the Contracting Officer and will be assessed on the pass/fail basis. The Government will make its determination of offeror responsibility in accordance with FAR 9.1 by using information provided in the proposal and information available from other sources.

<u>Provisions provided by reference:</u>

FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2024)
FAR52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
FAR52.204-7, System for Award Management—Registration (RFO Deviation 1/31/2026)
FAR 52.209-12, Certification Regarding Tax Matters (OCT 2025)

FAR52.217-5, Evaluation of Options (Jul 1990)
FAR52.222-56, Certification Regarding Trafficking in Persons Compliance Plan (RFO Deviation 1/31/2026)
FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (RFO Deviation 1/31/2026)
DOSAR 652.225-70 Arab League Boycott of Israel (Aug 1999)

(vi) List of Clauses that apply to this acquisition:

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/far-overhaul

And for DOSAR: PART 652—SOLICITATION PROVISIONS AND CONTRACT CLAUSES | Acquisition.GOV

The following clauses are incorporated by reference:

FAR52.212-4, Terms and Conditions—Commercial Products and Commercial Services (RFO Deviation 1/31/2026)
FAR52.202-1, Definitions (Jun 2020)
FAR52.203-3, Gratuities (Apr 1984)
FAR52.203-6, Alt I, Restrictions on Subcontractor Sales to the Government (Jun 2020)
FAR52.203-17, Contractor Employee Whistleblower Rights (Nov 2023)
FAR52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR52.204-13, System for Award Management—Maintenance (RFO Deviation 1/31/2026)
FAR52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (RFO Deviation 1/31/2026)
FAR52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (RFO Deviation 1/31/2026)
FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (RFO Deviation 1/31/2026)
FAR52.222-19, Child Labor—Cooperation with Authorities and Remedies (RFO Deviation 3/01/2026)
FAR52.222-50, Combating Trafficking in Persons (RFO Deviation 1/31/2026)
FAR 52.223-23 Sustainable Products and Services (RFO Deviation 1/31/2026)
FAR52.225-5, Trade Agreements (Nov 2023)
FAR52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States (May 2020)

FAR52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
FAR 52.229-6, Taxes-Foreign Fixed-Price Contracts (Feb 2013)
FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (RFO Deviation 1/31/2026)
FAR52.233-3, Protest After Award (RFO Deviation 1/31/2026)
FAR52.233-4, Applicable Law for Breach of Contract Claim (RFO Deviation 1/31/2026)
FAR52.240-91, Security Prohibitions and Exclusions (RFO Deviation 1/31/2026)
FAR52.240-93, Basic Safeguarding of Covered Contractor Information Systems (RFO Deviation 1/31/2026)
FAR52.244-6, Subcontracts for Commercial Products and Commercial Services (RFO Deviation 1/31/2026)
FAR52.252-6, Authorized Deviations in clauses (Nov 2020)
DOSAR652.232-70, Payment Schedule and Invoice Submission (Fixed-Price) (Aug 1999)
DOSAR652.237-72, Observance of Legal Holidays and Administrative Leave (Feb 2015)
DOSAR 652.204-70 Department Of State Personal Identification Card Policy and Procedures (Feb 2015)
DOSAR652.242-73, Authorization and Performance (Aug 1999)
DOSAR652.243-70, Notices (Dec 2013)

The following clauses are provided in full text:

FAR 52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 09/30/2026 through 03/31/2032.
(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.
(End of clause)

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 **US$ 5,000.00 (or equivalent in local currency)**, 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 US$ 300,000.00 (or equivalent in local currency)**;
2. Any order for a combination of items **in excess of US$ 1,000,000.00 (or equivalent in local currency)**; or
3. A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
c) If this is a requirements contract (such as, 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 2 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.

FAR 52.216-22 Indefinite Quantity (RFO Deviation, Jan 2026)

(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 ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's

ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after 03/31/2032.

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 the contract's performance period.

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 the contract's performance period; 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 5 years and 6 months.

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 for this contract TBD.
(End of clause)

(vii) Due date and point of contact and site visit

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

Site Visit Details:

- **Date: August 12, 2026**
- **Time: 09:00 AM Local Time**
- **Place:** U.S. Embassy in Baghdad
  Al-Kindi Street International Zone Baghdad, Iraq

Instructions to vendors:

If your company intends to attend the site visit, you must RSVP no later than **August 09, 2026, 10:00 am local time** to the following points of contact:

- To: baghdadgsoprocagt4@state.gov
- Copy to Mr. Hakim Dyane, DyaneA@state.gov

- Vendors shall **submit ALL the information required in the Attachment-J- Inquiry Spreadsheet,** with exception of Vetting Status and Case # if not applicable, along **with copy of Government issued photo ID**.
  - If company's representative has a YELLOW Embassy badge, submit copy of the badge as well.
- Vendors are allowed **one (1) representative** per company.
- **Embassy is not responsible for access to the International Zone and shall not provide any support or escort into IZ.** Vendors must ensure that they can access IZ on their own.
- **Embassy will coordinate access to Embassy grounds ONLY**. Meeting point will be Embassy Disney Gate - the side street opposite to Babylon Restaurant at the Embassy Control Access Point (aka Green CAC).
- Late requests received after deadline shall not be considered.

Questions

Questions may be submitted as soon as possible but not later than 1500hrs Central European Time (CET) on August 13, 2026, via email to Mr. Hakim Dyane at DyaneA@state.gov.

Due Date for Quotations

The offer shall be submitted as soon as possible but not later than 1500hrs Central European Time (CET) on August 30, 2026, per email to Hakim Dyane at DyaneA@state.gov. The email subject line must read "Solicitation 19GE5026Q0126".

(viii) Any other additional information required by FAR5.101 (c)

- This is not a set aside.
- PSC: S208 Housekeeping-landscaping/ Groundskeeping
- NAICS 561730 - Landscaping Services
- This is a Full and Open Competition acquisition

Besides this Combined Synopsis/Solicitation, quoters shall carefully review the following solicitation attachments:

- Attachment A – Pricing
- Attachment B – Key Personnel
- Attachment C – Past Performance Experience
- Attachment D – Representations and Certifications
- Attachment E - IRS Form W-14
- Attachment F – IRS Form W-14 (Instructions)
- Attachment I - Scope of Work

The following attachments will be made available separately through FAN.gov. Interested parties must explicitly request access by email to the Contract Specialist at DyaneA@state.gov.

- Attachment G – Equipment Lists
- Attachment H – Grounds and Service-Area Map
- Attachment J- Inquiry Spreadsheet

No access will be granted to fan.gov/google. Drive folders 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 all attachments referenced under section (viii) and provided via fa.gov 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.

The quoter is strongly encouraged to read the solicitations and solicitation attachments including mandatory minimum benefits, evaluation criteria and applicable terms and conditions in their entirety.
Simply repeating or paraphrasing solicitation sections is not acceptable and may cause the USG to give the offeror an unacceptable technical rating.

Applicable Laws and Regulations
This solicitation and the ensuring award are subject to laws and regulations of the United States of America.

END OF RFQ