SOLICITATION 19GE5026Q0106
ATTACHMENT 1: SCHEDULE & CONTRACT CLAUSES

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SECTION I – THE SCHEDULE

A. ACQUISITION TYPE

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. The solicitation will result in a fixed-price Purchase Order for construction services as outlined in the Statement of Work below.

In addition to FAR12 clauses, the solicitation includes FAR36 clauses and other clauses applicable for construction requirements.

ADDENDA TO FAR52.212-4

(b) Inspection/Acceptance. In addition to the terms listed, Inspection/Acceptance shall also include the requirements defined in Section E of this solicitation.
(d) Changes. Has been amended as shown in Section II below.
(f) Excusable Delays. In addition to the terms listed, Excusable Delays shall also include the requirements defined in Section F.7 of this solicitation.
(i) Payment. In addition to the terms listed, Payment shall also include the requirements defined in Section G.4 and G.5.
(o) Warranty. In addition to the terms listed, Warranty shall also include the requirements defined Sections C.6 and H.17 and FAR52.246-21 Warranty of Construction.

B. SUPPLIES OR SERVICES AND PRICES / COSTS

B.1 SERVICES

The Contractor shall provide all materials, equipment, labor, engineering, supervision and construction services required to complete repair and rehabilitation of the sewer lines for eight buildings in the Carl Schutz Siedlung, Frankfurt.

All work shall be performed in accordance with the Statement of Work, set forth in Sections C and J, specifications and drawings provided. The contractor shall perform the services in accordance with the terms and conditions of this solicitation, and in strict conformance with the contract clauses and any special conditions contained herein.

B.2 TYPE OF CONTRACT

This is a firm fixed-price contract payable entirely in the currency indicated by the Contractor in Sub-Section B.3. No additional sums will be payable due to 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 currency exchange rates. Changes in the contract price or time to

complete will be made only due to changes made by the Government in the work to be performed, or delays caused by the Government (see Sub-Section F.9, Excusable Delays) as determined and approved by the Contracting Officer.

B.3 CONTRACT PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services, unless otherwise specified herein, required under this contract for the firm-fixed price(s) indicated below and within the time specified herein. This price shall include all labor, materials including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, profit) and if applicable, value-added tax (VAT), Sub-Section B.4 and DBA, Sub-Section B.5. Any costs not priced will be considered to be included in the overhead and other indirect costs.

Note: Current DBA requirements "DEFENSE BASE ACT – INSURANCE" are found at solicitation Sub-Section K.6.

A Price Proposal Breakdown is provided in in Attachment 2 for the offerors to complete and submit with Volume 1 – Price Proposal.

The offeror shall insert the prices, and the currency in which the offer is made, below:

B.3.1
The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm-fixed price and within the time specified herein. This price shall include all design, labor, services, materials, equipment, overhead, costs for insurance, costs of obtaining Irrevocable Letters of Credit, profit, travel, DBA Insurance, and any other costs required to perform and complete all construction services, in accordance with the Statement of Work (SOW), drawings, specifications, and all other contract terms and conditions stated within the contract.

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

CLIN	**Description of Work or Service**	**Price**
001	**Repair and rehabilitation of the sewer lines for eight buildings in the Carl Schutz Siedlung.** Price shall include all professional services, overheads, labor, material, equipment and services, cost of insurance (other than DBA), cost of obtaining Irrevocable Letters of Credit (ILCs) and profit, to perform and complete all works in accordance with the Statement of Work (SOW), and contract terms and conditions.	

002	VAT (if applicable), see Sub-Section B.4	
03	Defense Base Act Insurance (DBA) (if applicable), see Sub-Section B.5	
Total Firm Fixed Price		

B.3.2 CURRENCY
The currency shall be fixed and cannot be changed by modification to the contract. The offeror shall insert the prices, and the currency in which the offer is made, below:

Currency: _____

B.4 VALUE ADDED TAX (VAT)

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 thew 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.

B.4.1 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. The Contractor shall complete attached form W-14 in order to apply for an exemption of the Excise Tax, if applicable.

B.5 DEFENSE BASE ACT (DBA) INSURANCE

B.5.1 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.5.2 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.5.3 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 CLIN 003 above.

B.5.4 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.6 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.

B.7 PRICE PROPOSAL BREAKDOWN (PPB)

The Price Proposal Breakdown is provided under Section J – List of Attachments, Attachment 2. The contract resulting from this solicitation shall be a Firm Fixed-Price contract and not a Bill of Quantities (BOQ) type contract providing for unit pricing of items and for payment based on quantity surveys. The total price will therefore not be adjusted upwards or downward to reflect work performed as determined

by quantity surveys performed. It is a requirement for offerors to provide a breakdown of proposal by completing the PPB. The PPB shall be adjusted as desired to correspond with his Firm Fixed Price.

The PPB provided is for reference purposes only. The contractor is required to verify the quantities and dimensions based on the drawings and specifications provided, and information acquired during the Site Visit. The contract price will not be adjusted due to increased quantities required during performance of the contract.

B.8 DEFINITION

In this contract, the terms Contractor or General Contractor are used interchangeably unless the context indicates otherwise. Each term shall mean the Contractor identified in Item 14 on page 1b of the Standard Form 1442 of the resulting contract.

B.9 ABBREVIATIONS

CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
D/B	Design/Build Contractor
DBA	Defense Base Act
DOSAR	Department of State Acquisition Regulations
FAR	Federal Acquisition Regulations
HCN	Host Country Nationals
ILC	Irrevocable Letter of Credit
INL	Bureau of International Narcotics and Law Enforcement Affairs
NET PRICE	Contract Amount without Value Added Tax
NTP	Notice to Proceed
QTY	Quantity
SOW	Statement of Work
TCN	Third Country Nationals
USG	US Government

C. DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The Contractor shall provide all materials, equipment, labor, engineering, supervision and construction services required to complete repair and rehabilitation of the sewer lines for eight buildings in the Carl Schutz Siedlung, Frankfurt.

The Contractor shall construct this project in accordance with the technical requirements and documents referenced in Sections C.

The Construction shall be completed within the firm fixed price contract award amount. The period of performance is identified in Section F.

C.1 PART ONE – GENERAL

C.1.1 SUMMARY:

A. The U.S. Consulate General Frankfurt has a requirement to renovate the main sewer lines in eight (8) buildings located at the Siedlung Housing, 60320, Frankfurt am Main, Germany. The Contractor shall furnish all materials, equipment, and labor required to complete the work.
The buildings to replace the sewer lines are:
- Jacob Leisler 12/10
- Platenstrasse 11/9
- Hansaallee 137/135
- Hansaallee 133/131
- Becher Strasse 12
- Jacob Leisler 16/14
- Ernst-Schwendler-Str. 13/15
- Ernst-Schwendler-Str. 5/7

B. This project involves the repair and rehabilitation of the sewer lines for eight buildings in the Carl Schutz Siedlung. The work will be executed using the replacement method, which involves excavation with minimum disturbance to the tenants and surrounding structures.

C. The objective of this project is to repair and restore the sewer line system within the 8 buildings. This includes removing damage, preventing future leaks, and ensuring the proper flow of waste through the system. The in-line method will be used to install or repair the pipes and ensure minimal disruption to residents.

C.1.2 SUBMITTALS:

A. Contractor's executed insurance certificate.
B. Contractor’s crew individual identification information for visitor access requests.
C. Submit list of all 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 in accordance with part two.
G. Shop Drawings and calculations.

H. Warranty: The Contractor shall provide a written five-year workmanship warranty after date of substantial completion to cover all elements of work to be free of defects. Manufacturer's standard material/equipment warranties are to be provided for all new items.
I. Quality Management Plan (QMP).
J. Manufacturer's technical data sheets for the new pipe materials, including resin types, physical properties (tensile strength, flexural strength, modulus), chemical resistance, and expected service life.
K. Technical specifications for all equipment to be used, including high-pressure water jetting units and CCTV inspection systems.
L. Certificates of compliance verifying that all sewer materials, resins, and curing systems meet ASTM F1216, ASTM F1743, or equivalent local standards.
M. Certification of environmental compliance for all cleaning agents and waste disposal methods.
N. Detailed pressure testing procedures for post-repair verification, including testing equipment calibration certificates.
O. A project-specific work plan detailing the sequence of work, installation methods for the CIPP system, curing methods, access point restoration techniques, and quality assurance/control measures.
P. Safety plan describing site protection measures, traffic management (if applicable), and emergency response procedures.
Q. Post-repair CCTV inspection videos to verify the quality of the new pipe installation.
R. A plan outlining methods for collection, storage, transport, and disposal of debris and waste in compliance with local environmental regulations.
S. Draft templates for the Final Project Report, including sample sections for test results, summary of repairs completed, challenges encountered and as-built documentation.

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. Following contract award, 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 their required on-site delivery date. Approval of substitutions

that require changes to contract cost or period of performance will be set forth in a Modification to the contract issued by the CO. All other substitutions that do not affect contract cost or period of performance will be accepted in writing by the COR.

3. 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 this 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 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), Architectural Barriers Act (ABA), DS Security Classification Guide for Design and Construction of Overseas Facilities as amended by OBO, German Institute for Standardization (DIN), European Standard (EN) or (ESOs), all Frankfurt city and Hessen state building codes also are applicable. Should there be a discrepancy between the US Consulate 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. Quality Management Plan (QMP). The Contractor shall submit a project specific QMP for review by the COR. The Contractor shall be responsible to meet the guidelines of the QMP throughout the duration of work and shall be subject to the oversight of the Project Superintendent on all issues relating to project quality.

G. 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.

H. 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.

I. 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. 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:

1. Whether the scaffolding is authorized for use or not
2. The name and signature of the authorized person who performed the inspection
3. The address and phone number of the scaffolding contractor
4. The type of scaffolding, load class, and width class
5. Any usage restrictions
6. Warning notices
7. 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. Contractor shall conduct his operations so as to ensure least inconvenience to Consulate occupants.

B. Contractor 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.

C. Drawings: This scope of work (SOW) accompanies design drawings to comprise the project manual. Contractor is to field verify all drawings prior to the commencement of the work.

D. 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.

E. 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 SAFETY:

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 contractor employees shall be required to complete the Consulate's online safety briefing prior to construction mobilization. Training link will be sent by COR following the award.

D. All external personnel assigned to a project are required to participate in a mandatory safety briefing conducted by the POSHO Safety Office. This safety training may be scheduled no earlier than one week prior to the project start date and must be completed no later than the first day of the project, prior to 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 must be formally requested by the COR through a "Work Order" submitted to the Safety Office. The request must include the following details:
      a. Project number or project name
      b. Contractor's name
      c. Number of employees requiring training

E. Project Safety Plan (PSP): The Contractor shall prepare a PSP 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.

F. 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.

G. 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.

H. 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.

I. 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.

D. 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.

C.2 PART TWO - PRODUCTS

C.2.1 GENERAL

A. The Contractor shall provide all necessary labor, material, equipment, and components necessary to ensure the installation of complete and operable systems. No materials or labor will be supplied or furnished by the Consulate.

B. All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.

C. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced at Contractor expense. The Contractor will be responsible for security of all materials and equipment.

D. Receipt of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the U. S. Consulate. The Contractor must be on hand to accept shipments; the U. S. Consulate will not accept shipments.

C.2.2 Repair of existing sewer lines

The contractor shall supply and install all products and materials required for the complete replacement of the main sewer line and associated sublines. All materials shall be new, code-compliant and suitable for long-term use in a residential setting. Materials to be used include but are not limited to:

<u>Sewer Pipes:</u>

High-density polyethylene (HDPE), polyvinyl chloride (PVC), or cast iron pipes, as per code and project specifications. If the contractor would like to propose specific pipe products which defer from the existing sewer pipe line, the COR shall approve them before construction starts.

Pipe diameter and rating must match existing or as specified by the local engineer.

All fittings, couplings, reducers, and adaptors must be compatible with the chosen pipe material.

Pipe Supports and Hangers:

For suspended lines, provide code-compliant hangers, brackets and supports suitable for the material and diameter of the pipes.

Cleanouts and Access Points:

Install new cleanouts at accessible and code-required locations for future maintenance.

Cleanouts shall have tamper-proof caps and be clearly marked.

Sewer Line Sleeves and Liners (if applicable):

Where crossing structural elements or penetrations occur, install protective sleeves or pipe liners as required.

Concrete and Backfill Materials:

Concrete for slab restoration shall match the strength and thickness of existing if it is required to cut the foundation to repair the pipe.

Use compacted granular backfill material where applicable, as approved by the local engineer.

Bypass and Temporary Plumbing Components:

Provide temporary piping and fittings as needed to ensure continued drainage service during phased work.

All materials shall be submitted for review and approval prior to procurement. Substitutions must be approved by COR in writing.

C.2.2.1 Cured-in-Place Pipe (CIPP) Long Liner Materials :

- The liner shall be a flexible, resin-impregnated material composed of non-woven polyester felt or fiberglass reinforced felt that can conform to the existing pipe geometry.
- Resin shall be a thermosetting material suitable for the method of curing (hot water, steam, or UV light), such as epoxy, polyester, or vinyl ester resins.
- The cured liner must be chemically resistant to domestic wastewater and provide a minimum 50-year service life.
- The liner material shall have a minimum thickness designed according to ASTM F1216 standards to withstand external soil, groundwater pressures, and internal flow loads.

C.2.3 Cleaning Equipment:

- High-pressure water jetting units capable of delivering adjustable pressures up to 4,000 psi to remove debris, grease and deposits without damaging existing pipes.

C.2.4 Inspection Equipment

- Closed-Circuit Television (CCTV) inspection systems designed for sewer lines, capable of recording clear video footage before and after repair.
- Cameras must have pan, tilt and zoom capability to inspect pipe defects thoroughly.

C.2.5 Testing Materials and Equipment:

- Pressure testing devices suitable for sewer line testing per ASTM/ DIN standards.
- Water or air pressure testing equipment capable of accurately measuring the integrity of rehabilitated pipes.

C.2.6 Temporary Access and Safety Materials:

- Safety barriers, warning signs, cones, and fencing materials to secure the work area.
- Traffic control materials if work impacts vehicle or pedestrian pathways.

C.2.7 Miscellaneous Materials:

- Access pit shoring and stabilization materials as required for safety and compliance.
- Environmentally safe cleaning agents (if necessary) and waste containment equipment for proper disposal of debris.
- Sealing materials to properly reseal any access points

C.3 PART THREE – EXECUTION

C.3.1 CONSTRUCTION REQUIREMENTS

A. No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.

B. The Contractor shall be responsible for all required materials not provided by the Government, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.

C. The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.

D. The Contractor shall always keep the work area free from accumulation of waste materials. Upon completion, the Contractor shall remove any temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.

E. The Contractor shall perform the work at the site during the U. S. Consulate's normal workday hours, unless alternate work hours are agreed upon with the COR.

F. At the end of each workday, or notification of a temporary stop order, the Contractor shall lower and secure all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

G. Protections and Damage Plan: The Contractor shall be responsible to protect all U.S.

Government property to include: all furniture, furnishings, and interior and exterior architectural finishes from damage. Any damage caused by the Contractor to architectural interior and exterior finishes will be returned to original condition by the Contractor at Contractor expense. In addition to the architectural finishes, the Contractor shall protect all non-included mechanical and electrical equipment and controls from damage throughout the duration of work. Prior to commencing the work, the Contractor along with Consulate representatives shall survey the site that will be impacted by the project work and document existing conditions. It shall be the Contractor's responsibility to document in writing all pre-existing damaged surfaces prior to the start of the project work and to provide a copy of the documentation to the COR prior to project start.

H. Storm Protection - should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to persons, the work, and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools, and equipment from exposed locations, and other temporary work.

I. Material Debris and Removal Plan - The Contractor shall keep the work area, including storage areas, free from accumulation of waste materials daily and comply with all federal, state, and local regulations pertaining to the storage, transportation, and disposal of waste materials. The Contractor shall not use the U. S. Government waste disposal facilities including garbage cans, trash piles, or dumpsters.

J. Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas where existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

C.3.2 EXECUTION

C.3.2.1 Site Preparation & Mobilization:

Coordinate with the COR and/or facility management for access permissions to all affected buildings.

Install safety barriers and signage around work zones to ensure safety of residents and workers.

Ensure proper waste disposal and environmental local compliance during the work process.

C.3.2.2 Inspection and Assessment of Existing Sewer Lines:

The consulate will provide all the camera inspections held in 2022 for your consideration and documentation. The contractor is responsible for repairing all the sewer lines taking into consideration the information provided from the inspection in 2022. The contractor shall consider that the findings of the sewer lines from 2022 may differ to the current situation of the lines.

C.3.2.3 Replacement of existing sewer lines

A. Phased Replacement Approach

The work shall be executed in phases, starting with the main sewer line, followed by the repair of associated sublines.

Each phase must be carefully planned and coordinated to maintain the building's operational functionality throughout the project duration. The phase plan shall be approved by the COR.

B. Concrete Foundation Work

The building has a concrete foundation; therefore, if necessary demolition, cutting, removal, and reinstatement of concrete around the sewer line shall be included to repair the pipe in order to execute the installation on a long liner.

The contractor is responsible for restoring all affected structural and architectural elements to their original or better condition.

C. Related Work

All necessary excavation, shoring, trenching, backfilling, compaction and disposal of demolished materials shall be included.

The contractor shall coordinate with utility providers if required and ensure compliance with all local regulations and permit requirements.

Restoration of affected flooring, walls, finishes and exterior areas must be included.

Temporary sewer bypass systems or alternate drainage routes must be provided as needed to maintain continuous service.

C.3.2.3.1 Long/In-Line Repair Work:

Cleaning of Pipes: Clean the existing sewer pipes using high-pressure water jetting to remove debris, grease, and any build-up.

In-line Repair Method (Cured-in-Place Pipe [CIPP] or similar technique):

Insert a flexible resin-saturated liner into the damaged pipe through an access point.

Cure the liner using hot water, steam, or UV light to form a new pipe inside the existing one.

Ensure the pipe is structurally sound, sealed, and prevents infiltration of water or waste outside the pipe.

This method should be used to repair cracks, holes, and any other defects in the pipes.

C.3.2.4 Pressure Testing and Inspections:

Perform pressure testing on the newly repaired sewer lines to ensure they are fully sealed and functional.

Use CCTV to inspect the completed repairs and confirm that the line is clear of blockages and any visible issues.

Document the test results and provide the report to the COR.

C.3.2.5 Restoring Access Points and Site Cleanup:

Restore all access points to the sewer system to their original condition.

Remove all temporary safety barriers and equipment from the site.

Conduct a final cleanup of the work area and remove any waste materials in compliance with local environmental regulations.

C.3.2.6 Deliverables:

Detailed Report of Initial Inspection: Identifying existing issues in the sewer lines before repairs as per the survey/camera inspection from 2022.

CCTV Inspection Videos: To document the after conditions of the sewer lines.

Pressure Test Results: Confirming the integrity of the repaired sewer lines.

Final Project Report: Detailing the work completed, any challenges encountered, and the results of the inspections.

C.3.3 FIELD QUALITY CONTROL

A. The Consulate or OBO may direct Contractor to stop work 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 reinstallation.

C.3.4 CLEANING and ADJUSTING

A. After completing maintenance and repairs, clean surrounding areas and surfaces.
B. During progress of work, remove discarded materials, rubbish, cans, and rags from site at end of each workday.
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 Consulate.
E. Cleaning of Pipes: Clean all existing sewer pipes with high-pressure water jetting to remove debris, grease, roots, and other obstructions.

F. Remove all temporary safety barriers, construction equipment, and debris from the site.
G. Conduct final site cleaning in accordance with local environmental standards and regulations.

C.3.5 PROTECTION

A. Provide protective covering for installed fixtures and fittings.
B. Do not allow use of fixtures for temporary facilities unless approved in writing by COR.

C.3.6 ACCEPTANCE TESTING and PROCEDURES

A. Operational Test: After electrical circuitry has been energized, confirm proper operation of all new and existing electrical devices. Remove malfunctioning units, replace with new units, and retest.

C.4 PART FOUR – SCHEDULE

C.4.1 PERIOD OF PERFORMANCE: Calendar days

A. The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period as outlined below.

1. Solicitation & Award of Contract:	
a. Award	Zero Day
2. Pre-Construction Submittals:	
a. Insurance, Schedule, & Product Data:	20 days after Award
b. Government Review:	10 days
<u>Issuance of CNTP (start of construction performance period)</u>	
3. Material Procurement:	
a. Material Order	**30 days**
b. Material Shipping	**15 days**
4. Mobilization & Construction:	
a. Crew Information	5 days in advance
b. Scope of Work	**140** days on-site
TOTAL PERIOD of PERFORMACE:	**185 days**

C.4.2 PROPOSAL SCHEDULE:

A. Proposals shall be evaluated based on total fixed cost and shall include materials, labor, project start-up expenses and worker incidentals, overhead, profit, taxes, and DBA Insurance as a complete project.
   1. Labor
   2. Shipping
   3. Mobilization Expenses
   4. Materials (provide breakdown)
   5. Overhead & Profit
   6. Taxes

7. VAT (if applicable)
8. DBA Insurance

B. TOTAL MAINTENANCE & REPAIR PROPOSAL: $_____

See Section B.1 and Attachment 2 - Price Proposal Breakdown

C.5 SOW ATTACHMENTS

C.5.1 Siedlung Housing Map

C.6 WARRANTY

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 contractor further guarantees that if, during a period of **<u>five years</u>** from the date of the certificate of completion and acceptance of the work, any such defects will be repaired by the contractor at contractor's expense.

The U. S. Government will conduct a warranty compliance inspection 9 to 11 months after the final acceptance of the work. The contractor shall provide a technical representative for the inspection. The USG reserves its rights to make further warranty claims in accordance with the contract terms and conditions.

D. PACKAGING AND MARKING

D.1 DUTY-FREE CLEARANCE

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

D.1.1 Material Shipping/Customs Clearance

US Consulate General Frankfurt
Siedlung Housing Compound
Joachim Becher 19
Frankfurt am Main

D.1.2 Free Entry of Goods

To obtain free entry for the goods the contractor shall provide the COR with the following documentation 40 calendar days prior to the arrival of goods:

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

The contractor shall provide a draft shipping documents to the US Embassy shipping office before shipping any goods.

The contractors should estimate a minimum of six months for shipping and ten (10) 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 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 *REMOVED*

E.7 PROJECT COMMUNICATIONS

E.7.1 General. OBO has an accredited web-based Extranet that enhances the security associated with the exchange of DOS design/construction data and provides business applications that improve the communication between OBO and partner contracting activities. The service name is ProjNet (Project Extranet). This service is currently available to support the Project Communication needs of both the

Contractor and the USG. ProjNet's FILER meets the FPS-140 Government requirement to electronically encrypt SBU data. FILER is one DOS approved method for transmitting Sensitive But Unclassified (SBU) information across the Internet. Classified ProjNet (ProjNet-C) is a separate system.

E.7.2 System Capabilities. ProjNet has been developed to support web-based USG-to-Business applications related to the DOS's facility engineering, design, and construction projects worldwide. In general, ProjNet supports four generic types of business processes: document collaboration, work product evaluation, contract monitoring, and information dissemination. The following applications are available to support the contract. While there are additional applications being developed, current and active applications are described below.

E.7.2.1 FILER: FILER is a collaborative application that allows authorized project participants to exchange documents among a specific work group. ProjNet will support document collaboration among project teams. In FILER, design drawings and related documents may be transmitted among business partners. FILER provides permission framework and access designations to files stored on the ProjNet server. As required, audit information may also be tracked. ProjNet's FILER meets the FPS-140 Government requirement to electronically encrypt SBU data. FILER is one DOS approved method for transmitting Sensitive But Unclassified (SBU) information across the Internet. Classified ProjNet (ProjNet-C) is a separate system.

E.7.2.2 Contract deliverables (typically plans and specifications) will be reviewed for contract compliance utilizing a document review and checking tool called DrChecks. DrChecks assists the design team (both contractor and USG) in collecting, organizing, and tracking design issues to resolution. DrChecks is the tool that supports the Integrated Design Review process DrChecks will also be required to support the RFI process.

E.7.3 Sensitivity of Data Processed ProjNet will support Unclassified and Sensitive But Unclassified (SBU) data only. Classified and SBU/NOFORN (No Foreign Dissemination) information is not allowed on ProjNet. The only allowable electronic transmission method for classified and SBU/NOFORN is ProjNet-C. It is the responsibility of ProjNet users to understand the Department of State's classification guidelines, and to limit the distribution of data on the ProjNet site to unclassified and SBU information only. Movement of unclassified and SBU electronic project files across the web will be limited to ProjNet (or Other Government-provided or approved applications) in order to protect data from interception. The Department of State, Bureau of Diplomatic Security will have complete access to ProjNet data and logs with the purpose of enforcing classification guidelines. The hosting website and equipment supporting ProjNet are Government owned; data passing across the website shall be construed as the property of the Government, subject to enforcement of its classification guidelines.

E.7.4 Service Operation. ProjNet uses secure socket layer (SSL) technology to transmit data between client and server. This technology is built into the site so it is accessible from any Internet connection. Access to ProjNet begins with a request from the prime contractor to the OBO Project Executive. Each Prime Contractor's Security Officer or Project Manager or Document Security manager will be responsible for validating and approving his sub-contractors and vendors access requests before

forwarding them to OBO. OBO's Project Executive will be responsible for the review and approval of all requests, and certifying access as necessary to the Department's mission.

E.7.4.1 USG's Role: The USG will support the use of the SSL technology to all Contractors and their Sub-Contractors. The USG will assist users with login, program usage support, and management of server hardware and software. Training is via teleconference or through the use of a web-based training module if approved by one of OBO's ProjNet Directors.

E.7.4.2 Accounts and Passwords: Once users have a connection to ProjNet, they identify themselves to the application using a unique password. OBO will be responsible for creating and setting up all user accounts. A unique password for each user is automatically generated for that user by the system. Using their unique password, user login to the appropriate ProjNet Application.

E.7.4.3 Contractor's Role: It will be the Contractor's responsibility to send the COR a complete list of all required users for the system from each company, including subcontractors required for the project. The USG will provide the contractor with a registration form requiring the name, telephone number, email address, and verification of US Citizenship for each ProjNet user. For requests involving NON-US Citizens, the contractor must also provide country of citizenship, passport number, passport issue place and date, passport expiration, birthplace, birth name and other names used, and name in the local language characters for each user. It will be the responsibility of the Contractor's Facility Security Officer or Project Manager or Document Security manager to monitor and ensure their personnel are following the Business Rules associated with ProjNet (See Section E.6.5).

E.7.5 Business Rules:

E.7.5.1 The Contractor is restricted from transporting unencrypted SBU data electronically across the Internet using email, FTP sites, or commercial web sites. OBO encourages contractors to utilize all contract drawings and documents as if they are SBU, in order to minimize risk.

E.7.5.2 ProjNet supports up to Sensitive but Unclassified (SBU) data only. It is the responsibility of all ProjNet users to understand the Department of State's classification guidelines, and to limit the distribution of data on the ProjNet site to unclassified information. Classified or SBU-NoForn information shall not be transmitted via the ProjNet site, or any other electronic transmission using the Internet.

E.7.5.3 Contractor personnel with access to ProjNet must be U.S. citizens or may be non-US Citizens that have obtained approval to operate the system from the Department of State (DOS). The contractor cannot grant non-U.S. citizens access to ProjNet without prior DOS approval. Contractors wishing to nominate non-US citizens for access must also provide country of citizenship, passport number, passport issue place and date, passport expiration, birth place, birth name and other names used, and name in the local language characters, if applicable, for each user to the COR and DS for registration/approval. Government denial of non-U.S. Citizens or subcontractors for security reasons can be made without providing rationale for denial.

E.7.5.4 It shall be the responsibility of the Contractor's Security Officer or Project Manager or Document Security manager to register, maintain, and delete all user accounts to the system on a need to know basis.

E.7.5.5 It shall be the responsibility of the USG to provide training to all personnel who wish to access ProjNet prior to assigning a password. It shall be the responsibility of the Contractor to provide conference space with a projector and an Internet connection for the use of the Government Trainer when on-site training is provided.

E.7.5.6 Individual users in each office will be provided with a system-generated password that will enable access to that user only.

E.7.5.7 Users shall protect their passwords as SBU information, and refrain from sharing their access into the ProjNet system.

E.7.5.8 ProjNet workstations should not be left unattended while an active ProjNet work session is ongoing. Users should logout of ProjNet after each work session.

E.8 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

E.9 KAHUA PLATFORM

U.S. Department of State OBO Kahua platform (OBO Kahua) is approved as a government-provided application for the exchange of unclassified and Sensitive But Unclassified (SBU) information across the internet. In accordance with section E.7. of the contract, OBO Kahua has been approved by the OBO Information Systems Security Officer (ISSO) and has the appropriate certifications to process SBU information

OBO Kahua shall be understood to be an approved platform for all references to ProjNet in the contract. OBO will immediately transition to managing unclassified and SBU Requests for Information (RFIs), Submittals, and electronic file exchange (Filer) on the OBO Kahua platform.

DrChecks (for Integrated Design Reviews) will remain hosted in ProjNet until further notice.

The OBO Kahua Platform supports up to Sensitive but Unclassified (SBU) data only. It is the responsibility of all OBO Kahua users to understand the Department of State's classification guidelines, and to limit the distribution of data on the OBO Kahua site to unclassified and SBU information. Classified or SBU/NOFORN information shall not be transmitted via the OBO Kahua site, or any other electronic transmission using the Internet. Classified ProjNet (ProjNet-C) remains the only approved platform for electronic transmission of classified information.

Access to OBO Kahua will be granted through a similar process as defined for ProjNet.

F. DELIVERIES OR PERFORMANCE

F.1.1 PERFORMANCE OF WORK

(a) The total performance period for this project is **185 calendar days** for material procurement / shipment and construction. The 185 calendar days include 30 calendar days for material procurement and 15 calendar days for material shipment.

The time stated includes the time for final cleanup of the premises, completion of punch-list items and all other items specified in the contract.

(b) As soon as possible, but not later than 30 calendar days after contract award, the contractor shall schedule a 'kick off meeting' and site visit with the COR.

F.1.2 NOTICES TO PROCEED

a) Construction portion of the contract
The Contractor shall be required to (a) commence on-site construction work under this contract within 14 days after the issuance date of the "Construction Notice To Proceed" (CNTP), (b) prosecute the work diligently, and (c) complete the entire construction work ready for use not later than **185 calendar days** after the issuance date of the CNTP. The time stated for construction includes the time for material procurement/shipment, final cleanup of the premises, completion of punch-list items and all other items specified in the contract.

b) The Government may issue a **"Limited Notice to Proceed" (LNTP)** following Government approval of the design submittals, if to be found to be in the best interest of the Government. A Limited Notice to Proceed might be issued to allow procurement of materials before issuance of CNTP or to allow limited construction work before issuance of the full CNTP.
In the event of issuance of a LNTP, the preparation period and the contract completion date for the construction portion may be re-established (shortened) accordingly.

c) The Contracting Officer may elect to issue the NTP prior to receipt and acceptance of any bonds, evidence of insurance, or of the construction schedules required hereunder. Issuance of the NTP by the Government before receipt and acceptance of the required bonds, insurance certificates or policies, and the construction schedules shall not be a waiver of the requirement to furnish these documents.

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	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 15 calendar day of contract award	COR/CO
H.12	Safety Plan	One (1)	Within 30 calendar day of contract award	COR
H.14	Site Personnel Information – Construction Phase	One (1)	Within 15 calendar days of contract award	COR
H.15	Submittal Register	One (1)	Within 15 calendar day of contract award	COR/CO
E.5.2.1	Inspection Reports	One (1)	Weekly after construction NTP	COR/CO
G.4	Payment Request	Two (2)	Monthly	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

Reference	Item Description	Quantity	Submission Date	Deliver To
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
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$810.81** 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

Within thirty (30) calendar days after award of the contract and upon receipt from the Contractor of the Letters of Credit, evidence of insurance (including DBA insurance) and Submittal Register within the time specified in Section H of this contract and acceptance of these documents, the Contracting Officer will provide to the Contractor the Construction Notice to Proceed (CNTP) .
The Contractor shall then prosecute the work required hereunder, commence and complete performance not later than the time period established in the contract.

If found to be in the best interest of the Government, the Contracting Officer may issue a “Limited Construction Notice to Proceed (Limited CNTP)” prior to the “Full Construction Notice to Proceed” in order to authorize the contractor to procure and ship certain long lead items and equipment in advance of the Full Construction Notice to Proceed. In this event, the calendar day construction preparation time and the construction completion date shall be adjusted accordingly.

The Contracting Officer may elect to issue the NTP prior to receipt and acceptance of any bonds, evidence of insurance, or of the construction schedules required hereunder. Issuance of the NTP by the Government before receipt and acceptance of the required bonds, insurance certificates or policies, and the construction schedules shall not be a waiver of the requirement to furnish these documents.

F.11 PRE-PERFORMANCE / PRE-CONSTRUCTION CONFERENCE

A pre-performance and a pre-construction conference may be held after 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.

F.12 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.13 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 2026 to be observed by Mission Germany:

Jan	01		Thursday	New Year's Day	AM/GER
Jan	06	* M * B, D, HH, F for 2026	Tuesday	Epiphany	GER
Jan	19		Monday	Martin Luther King Day	AM
Feb	16		Monday	Washington's Birthday (President's Day)	AM
Mar	*08*	**B*	*Sunday*	*International Women's Day*	*GER*
Apr	3		Friday	Good Friday	GER
Apr	6		Monday	Easter Monday	GER
May	01		Friday	May Day	GER
May	14		Thursday	Ascension Day	GER
May	25		Monday	Memorial Day *Whit Monday*	AM *GER*
Jun	04	*all posts for 2026	Thursday	Corpus Christi Day	GER
Jun	19		Friday	Juneteenth	AM
Jul	03		Friday	Independence Day (observed)	AM
Aug	*15*	**M*	*Saturday*	*Assumption of Mary Day*	*GER*
Sep	07		Monday	Labor Day	AM
Oct	*03*		*Saturday*	*Day of German Unity*	*GER*
Oct	12		Monday	Columbus Day	AM
Oct	*31*	**HH, L*	*Saturday*	*Reformation Day*	*GER*
Nov	*01*	**D, M*	*Sunday*	*All Saints' Day*	*GER*
Nov	11		Wednesday	Veterans Day	AM
Nov	18	*L	Wednesday	Repentance Day	GER

Nov	26	Thursday	Thanksgiving Day	AM
Dec	25	Friday	Christmas Day	AM/GER
Dec	*26*	*Saturday*	*2nd Christmas Day*	*GER*

Germany-wide holidays are observed at the Embassy and all constituent posts. Regional holidays are identified by (*) and designated as follows: B=Berlin, D=Düsseldorf, F=Frankfurt, HH=Hamburg, M=Munich, L=Leipzig.

German holidays that fall on a rest day, for most employees a Saturday or Sunday, will not be observed on another day. Holiday pay will only be paid for regularly scheduled work on the holiday.

Holiday Schedule for Calendar Year 2027 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
(contract 19GE5026P00xx)

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.5 ADVANCE PAYMENT

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

H. SPECIAL CONTRACT REQUIREMENTS

H.1 BOND REQUIREMENTS

H.1.1 FAR 52.228-15 Performance and Payment Bonds-Construction (Jun 2020)

(a) Definitions. As used in this clause-
Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:
(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 20 percent of the original contract price.
(2) Payment Bonds (Standard Form 25A). The penal amount of payment bonds at the time of contract award shall be 20 percent of the original contract price.
(3) Additional bond protection.
(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.
(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of the Treasury,
Financial Management,
Service Surety Bond Branch,
3700 East West Highway,
Room 6 F01,
Hyattsville, MD 20782.
Or via the internet at http://www.fms.treas.gov/c570/.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

Pursuant to Far 52.228-15 - "Performance and Payment Bonds – Construction". The Contractor shall furnish Sureties as follows: (1) one project surety at 10 percent (%) of the contract price as a payment surety and (2) one Project Surety at 10 percent (%) of the contract price as a performance guaranty on forms provided by and from sureties acceptable to the Government.

Samples of ILOC sureties acceptable to the Government are shown in sample forms in Section J.

Offerors shall itemize the cost of obtaining the project sureties on the required cost breakdown provided in Section J.2.1.

Ensure you have fully priced the cost of the Sureties in your fixed construction price because no price adjustment for Sureties will be considered after award.

No use of retention as a substitute for the Sureties will be considered or allowed. Failure to provide acceptable sureties after contract award may result in termination.

H.1.2 Time for Submission

The Contractor shall provide the Irrevocable Letters of Credit (ILC) required by paragraph H.1.1 above within 30 calendar days after award of the contract. Failure to timely submit (1) the required ILC's or other security acceptable to the Government may result in 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 Section I of this contract.

H.1.3 Coverage

The Irrevocable letters of credit 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 performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. After final acceptance, only a performance surety ILC for 5% of the contract price shall remain in effect for the **five -year warranty period,** and the Contractor shall pay any premium required for the entire period of coverage. The requirement for a payment ILC terminates at final acceptance.

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 –

(1) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
(2) Any surety fails to furnish reports on its financial condition as required by the Government; or
(3) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
(4) An irrevocable letter of credit (ILC) 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 an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

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 500,000.00**
Cumulative	**USD 1,000.000.00**

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

Per Occurrence	**USD 500,000.00**
Cumulative	**USD 1,000,000.00**

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) Contract Drawings or Drawings, 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) Day means a calendar day unless otherwise specifically indicated.
(c) Host Country 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. Field Superintendent of Construction
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	_____
Field Superintendent of Construction	_____
Safety Officer	_____

Note: The offeror shall provide a detailed resume and the experience of the above individuals. At least two of these shall have worked with the offeror for more than 1 year managing similar projects. 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 one year 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.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. <u>Recruitment Plans must:</u>

    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)
FAR52.215-8	Order of Precedence – Uniform Contract Format (Deviation Feb 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)

Clause	Title and Date
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
FAR52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
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)
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	Warranty of Construction (Mar 1994)
FAR52.248-3	Value Engineering – Construction (Oct 2025)
FAR52.249-10	Default (Fixed-price Construction) (Oct 2025)
FAR52.249-14	Excusable Delays (Apr 1984)
DOSAR 652.232-70	Payment Schedule and Invoice Submission (Fixed-Price) (Aug 1999)
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)

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

(a) Definitions. As used in this clause—

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

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

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

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

nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

FAR 52.232-5 PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS (MAY 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall --
(1) Notify the Contracting Officer of such performance deficiency; and
(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --
(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.
(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld

funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.
(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as –
(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished

evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
(h) Final payment. The Government shall pay the amount due the Contractor under this contract after –
(1) Completion and acceptance of all work;
(2) Presentation of a properly executed voucher; and
(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 6305).
(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be –

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
(2) Deducted from the next available payment to the Contractor.

FAR 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION JAN 2026)

(a)(1) Within five days after the work commences on the contract or another period of time determined by the Contracting Officer, the Contractor shall prepare and submit to the Contracting Officer for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the work (including acquiring materials, plant, and equipment).
(2) The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period.

(3) If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall continually update the actual progress in the schedule and shall submit it to the Contracting Officer by the means prescribed in the contract for transmittals or as directed by the Contracting Officer.

(c)(1) If the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to recover lost time and execute in accordance with the approved schedule, without additional cost to the Government.
(2) Such steps may include increasing the number of shifts, overtime operations, days of work, and/or the amount of construction plant.

(3) The Contractor shall submit, for approval, supplementary schedule(s) that demonstrate how the lost time will be recovered.

(d) If the Contractor does not recover the lost time, the Contracting Officer may determine that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

FAR 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION JAN 2026)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.

(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.

(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.

(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(d)(1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.

(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment

details) of materials or equipment. It includes 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. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(g)(1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.

(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.

(1) Any work done before such approval shall be at the Contractor's risk.

(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.

(i)(1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.
(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

DOSAR 652.236-70 ADDITIONAL SAFETY MEASURES (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)
(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).

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

J. LIST OF ATTACHMENTS

Attachment 2 – Price proposal breakdown
Attachment 3 – Representations and certifications
Attachment 4 – IRS Form W-14

SECTION IV – REPRESENTATIONS AND INSTRUCTIONS

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

See Attachment 3

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

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:

VOLUME 1 -PRICE PROPOSAL

(A) Section B
The offeror must include a breakdown of all pricing information used in the total cost buildup of each line item identified in Section B.3.1.

(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) 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 Attachment 5 of this solicitation. This letter should be a statement of your ability to get the ILCs and not the ILCs itself.

5. **Preliminary Phase Plan**
   In accordance with Section C.3.2.3, the work under this contract shall be executed with the phased replacement approach. The work shall be executed in phases, starting with the main sewer line, followed by the repair of associated sublines. Each phase must be carefully planned and coordinated to maintain the building's operational functionality throughout the project duration.

   The offeror shall provide a preliminary phase plan to demonstrate understanding of this requirement.

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 – Performance Schedule
Tab B – Key Personnel
Tab C – Management Information
Tab D – Past Performance & Construction Experience)
Tab E – Preliminary Quality Management Program
Tab F – Subcontracting - Performance of Work by Contractor
Tab G – Contractor's Recruitment of Third Country Nationals (TCNs))

(A) Performance Schedule & Narrative
The performance schedule shall be presented in the form of a time-scale Network Diagram CPM Schedule or a Gantt chart, clearly showing the critical path, indicating commencement and completion of the entire project within the required contract completion schedule as detailed in Section F.1.
The schedule shall be in sufficient detail to clearly show each portion of work and its planned commencement and completion dates. Performance period shall be provided in calendar days. The period shall include all aspects of the work, including advance ordering of long lead items.

In addition, the offeror shall provide a performance narrative that clearly describes the order in which work will be carried out.

The schedule and narrative shall demonstrate a thorough understanding of how work must be phased to avoid outages and ensure the necessary equipment and labor is available and installed at the required times to complete the project in a timely manner.

Section C.3.2.3 A. Phased Replacement Approach shall be considered: The work shall be executed in phases, starting with the main sewer line, followed by the repair of associated sublines.

(B) 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.

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.

(C) Management Information

1. Company profile including:

   i. Full name and address of the offeror
   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.

(D) 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 as indicated in Sub-Section L.3 Magnitude of Construction Project.
3. Similar in construction features and complexity
4. Similar in other contract features such as, but not limited to the construction procedures as described in this solicitation

<u>NOTES:</u>

- **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).

(E) 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.

(F) SUBCONTRACTING – PERFORMANCE OF WORK BY CONTRACTOR
Identify the work, by percentage that will be performed by the contractor with its own workforce on site. Also, list the names, addresses, and telephone numbers of all subcontractors, clearly indicating what percentages and portions of the work will be performed by them.

For the sub-contractors identified that will perform more than 20 percent of the contract's total performance, list the percentage of work they will perform, and provide documentation that demonstrates their experience relevant to the works assigned to them under the respective subcontracts. Additionally, provide written assurance that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

(G) RECRUITMENT OF THIRD COUNTRY NATIONALS.

Notwithstanding the submission in Volume I, submit completed "Contractor Recruitment of TCNs" table from Attachment 3 in this Section of Volume II.

In addition:

- If the offeror has selected (i), provide both a **Recruitment Plan** and a **Housing Plan**, as set forth in the clause at Sub-Section H.25.
- Accordingly, if the offeror has selected (ii), 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.

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.

M. EVALUATION FACTORS FOR AWARD

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

Evaluation factors. The Government will issue a Purchase Order 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. Compliance Review
2. Technical Capability
3. Past Performance
4. Price

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

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.

COMPLIANCE REVIEW
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

The Government may request clarification of minor ambiguities in Phase 1 submissions; however, missing required minimum documentation may render a proposal incomplete and ineligible for Phase 2 evaluation

Only proposals that pass Phase 1 – Mandatory Minimum Requirements will proceed to comparative evaluation under Phase 2.

PHASE 2 – COMPARATIVE EVALUATION FACTORS
Proposals that pass Phase 1 will be comparatively evaluated under the following factors:

FACTOR 1 – TECHNICAL CAPABILITY

The following parts of the technical proposal will be used to evaluate Technical Capability:

- (A) Performance Schedule & Narrative
  Performance schedule and sequence of work show that the performance will be completed on time in accordance with the contract period of performance, the critical path has been identified and that the contractor has demonstrated a clear understanding of the project.

- (B) Key Personnel

Adequacy of qualifications and of proposed key personnel and their range of experience and knowledge.

- (C) Management Information
  Adequacy of all primary suppliers, the owned and available equipment and personnel assigned to this project.

- (E) Preliminary Quality Management Program
  The Preliminary Quality Management Program clearly demonstrates that the offeror has a clear understanding of all project requirements and has an acceptable quality control program.

FACTOR 2 – PAST PERFORMANCE

The Government will evaluate the offeror's record of recent and relevant performance for services similar in scope, magnitude, and complexity.
The Government may use:
- Information provided by the offeror
- Information obtained from references
- Information from Government databases, including the Contractor Performance Assessment Reporting System (CPARS)

If an offeror has no relevant past performance, the Government will assign a neutral assessment. A neutral assessment will not be evaluated favorably or unfavorably.

FACTOR 3 – PRICE

Price proposals will be evaluated for reasonableness.

The Government may determine price reasonableness through:
- Comparison among competitive proposals received
- Comparison to historical pricing
- Comparison to market research
- Other price analysis techniques as appropriate

The Government may evaluate whether quoted pricing reflects a clear understanding of the requirements.

SEPARATE CHARGES
The Government solicits a single, all-inclusive firm-fixed price for all products and services required under this solicitation. Separate or supplemental charges or any type not solicited will not be accepted.

RESPONSIBILITY DETERMINATION
Responsibility will be assessed on a pass/fail basis per FAR 9.104-1, using:
- Proposal data

- SAM
- FAPIIS
- CPARS
- Other reliable sources

To be determined responsible as per FAR 9.104-1, a prospective contractor must:

(a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));
(b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
(c) Have a satisfactory performance record (see 9.104-3 (b) and subpart 42.15). A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
(d) Have a satisfactory record of integrity and business ethics (for example, see subpart 42.15);
(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)
(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and
(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at 9.108).

An offeror found non-responsible will not be eligible for award.

BASIS FOR AWARD
COMPARATIVE EVALUATION
Evaluation will be conducted using streamlined comparative evaluation procedures for commercial products and commercial services in accordance with FAR Part 12 (FAR Overhaul – RFO).
The Government will assess the relative merits of proposals against the stated evaluation factors and in comparison, with other proposals received.

The Government will evaluate quotes side-by-side without utilizing formal scoring, adjectival rating systems, or strict mathematical weighting, to determine which quote offers the most advantageous commercial solution. The Government reserves the right to select a quote that is not the lowest priced if it provides a demonstrably better technical approach or higher past performance confidence.

The Government may make award without discussions and is not required to establish a competitive range, assign formal ratings, or use structured source selection procedures prescribed in FAR Part 15.

The Government intends to evaluate proposals and make award without discussions for this procurement. The Government reserves the right to award a contract, based on initial offers, immediately following the conclusion of any evaluation and may not require discussions or negotiations

with the successful offeror or any other offeror. Therefore, it is critical that each offer be fully responsive to this solicitation and its provisions. All submittals in response to this solicitation should contain the offeror's best terms from a technical, management and price standpoint.

USE OF SUPPORTING INFORMATION
In conducting its evaluation of proposals, the Government reserves the right to utilize all information available at the time of evaluation. The Government may rely on information contained in its own records, commercial sources and information publicly available. If information obtained through other sources substantially disagrees with what was provided in the offeror's proposal, the offeror will be given an opportunity to address the inconsistencies.

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.
(End of addendum)

END OF ATTACHMENT 1