

U.S. Embassy Tbilisi
Date: March 9, 2026

Dear Prospective Offeror:

Subject: Request for Quotation # 19GG8026Q0007

Enclosed is a Request for Quotation (RFQ) for **Residential Make-ready/Renovation Services**. If you would like to submit quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form that follows this letter.

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

The Embassy intends to conduct a pre-proposal conference at the site, The pre-proposal conference will be held on March 18, 11:00am (local time) at the US Embassy Tbilisi. Prospective offerors/quoters should contact GSO Procurement Section at tbilisigsoprocurement@state.gov by March 17 for additional information or to arrange entry to the building.

Proposals are due by **5:00pm, April 3, 2026 (GMT+4)**. No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted.

Your proposal must be submitted electronically to tbilisigsoprocurement@state.gov. It is important to make sure the submission is made in specific size and format; in MS-Word 2007/2010 or MS-Excel 2007/2010 or Adobe Acrobat (pdf) file format. The file size must not exceed 30MB. If the file size should exceed 30MB, the submission must be made in separate files and attached to separate emails with less than 30MB each.

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

1. SF-1442
2. Section B, Pricing
3. Section K Representations and Certifications
4. Additional information as required in Section L
5. Proof of SAM Registration

Offerors shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their offer/proposal as prescribed under FAR 4.1102. Failure to be registered at time of proposal submission may deem the offeror's proposal to be considered non-responsible and no further consideration will be given. Therefore, offerors are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

Sincerely,
Anna Kosinska,
Contracting Officer

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 19GG8026Q0007	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE IS 03/09/2026	PAGE 2 of 112 PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER PR15835914	6. PROJECT NUMBER
--------------------	--	-------------------

7. ISSUED BY AMERICAN EMBASSY TBILISI 29 Georgian American Friendship Avenue, ATTN: GSO/PROCUREMENT TBILISI 0131 GEORGIA	CODE GG800	8. ADDRESS OFFER TO AMERICAN EMBASSY TBILISI 29 Georgian American Friendship Avenue, ATTN: GSO TBILISI 0131 GEORGIA
--	---------------	---

9. FOR INFORMATION CALL:	a. NAME Nana Bregvadze	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 995322277201
--------------------------	---------------------------	--

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Residential Make-ready/Renovation Services

- SF1442 cover sheet – request for quotation
- Price
- Scope of Work
- Packaging and Marking
- Inspection and Acceptance
- Deliveries/Performance
- Contract Administration Data
- Special Contract Requirements
- Clauses
- List of Attachments
- Representations, Certifications and other Statements of Quoters
- Instructions, Conditions, and Notices to Offerors
- Evaluation Factors for Award

11. The contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See Residential Renovati).

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12B. CALENDAR DAYS
--	--------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 17:00 (hour) local time 04/03/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee is, is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

19GG8026Q0007

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER									
DATE.									

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c)() 41 U.S.C. 253(c)()

26. ADMINISTERED BY CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA, BY
.
.

31C. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all make-ready services for residences U.S. Embassy Tbilisi as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity type contract for make-ready. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders maybe necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see Section B.4 and the example in Section J, Exhibit 1).

The contract will be for a one-year period from the date of the contract award, with 3 (three) one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of **2,000 USD** (Equivalent in local currency GEL) worth of services. The maximum amount of services ordered under each year of the contract will not exceed **\$85,000 USD** (Equivalent in local currency GEL) worth of services.

B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Section B.4.4. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 VALUE ADDED TAX

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

B.3.2 CURRENCY

All prices shall be in **USD**.

B.3.3 BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months).

CLIN	Description of Service	Unit of Measure	Price per Unit in USD	Estimated Quantity	*Total Est. Price in USD
	Painting services (see Section C.2.1.4.)				
1	Preparation works: wrap the area for painting works, cover furniture, floors, doors, baseboards, windows, etc. (see Section C.2.1.3.)	Sqm*		250	
2	Painting of interior walls	Sqm*		500	
3	Painting of ceilings	Sqm*		300	
4	Painting of exterior walls	Sqm*		200	
5	Painting of interior textured surfaces	Sqm*		150	
6	Painting of exterior textured surfaces	Sqm*		250	
7	Painting of exterior grills/railings/other metal	Sqm*		150	
		Linear meter		80	
8	Replacing wallpaper/other wall covering	Sqm*		100	
	Masonry services (see Section C.2.1.5.)				
9	Repairing damaged interior plaster/stucco/drywall	Sqm*		150	
10	Repairing damaged exterior plaster/stucco	Sqm*		150	
11	Repairing interior textured surfaces	Sqm*		150	
12	Repairing exterior textured surfaces	Sqm*		150	
13	Removing existing tiles	Sqm*		100	
14	Removing old grout and applying	Sqm*		100	

	new grout				
15	Install of tiles (60x60cm)	Sqm*		50	
16	Install of tiles (60x120cm or more)	Sqm*		50	
17	Applying waterproofing (Hydro-insulation fluid) material to walls and floors before tiling	Sqm*		100	
18	Application of concrete bonding liquid (a special material used to improve and strengthen adhesion for plastering) to the wall prior to plastering.	Sqm*		50	
19	Installation of a floor screed with a thickness of 8–10 cm.	Sqm*		50	
20	Install of Tile Trim Profiles (edge-protection profile for outside corners)	Linear meter		20	
21	Install of Tile Trim Profiles (edge-protection profile) for window and door openings in bathroom	Linear meter		20	
22	Install of 45* degree cut tile edges	Linear meter		20	
23	Install of 45* degree cut tile edges for window openings in bathroom	Linear meter		20	
24	Installation of a self-leveling concrete floor finish, cement-based, with a thickness of 5 mm.	Sqm*		100	
25	Installation of a self-leveling concrete floor finish, gypsum-based, with a thickness of 5 mm.	Sqm*		100	
26	Application of interior plaster/stucco	Sqm*		100	
27	Application of exterior plaster/stucco	Sqm*		100	
28	Insulation of exterior facade walls with XPS 5 cm thick	Sqm*		200	

29	Excavation works (Digging the ground)	Cubic meter		10	
30	Installation of paving using stone tiles with a thickness of 5 cm. (sand-base or sand-cement-base)	Sqm*		50	
31	Removal/dismantling of damaged paving stones	Sqm*		10	
32	Exterior Wall Plastering with High-Quality Facade Plaster, Fiberglass Mesh Reinforcement, and “Munich” Type Textured Finish	Sqm*		100	
33	Temporary removal of security grills (window/door)	Linear meter		10	
34	Reinstallation of the temporary security grills (window/door)	Linear meter		10	
35	Removing exterior decorative stone wall cover	Sqm*		100	
36	Installing exterior decorative stone wall cover	Sqm*		100	
	Carpentry services (see Section C.2.1.6.)				
37	Sanding/varnishing of interior woodwork	Sqm*		200	
		Linear meter		100	
38	Sanding/varnishing of exterior woodwork	Sqm*		100	
39	Sanding and varnishing hard wood floors	Sqm*		150	
40	Sanding and varnishing pressed-wood/laminate floors	Sqm*		100	
41	Removing existing hard wood floors	Sqm*		150	
42	Installing new hard wood floors	Sqm*		150	

43	Removing existing pressed-wood/laminate floors	Sqm*		100	
44	Installing new pressed-wood/laminate floors	Sqm*		100	
Total of all line-item prices:					
Base Year Total, estimated*:					

*Sqm – square meter

B.3.4 FIRST OPTION YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months).

CLIN	Description of Service	Unit of Measure	Price per Unit in USD	Estimated Quantity	*Total Est. Price in USD
	Painting services (see Section C.2.1.4.)				
1	Preparation works: wrap the area for painting works, cover furniture, floors, doors, baseboards, windows, etc. (see Section C.2.1.3.)	Sqm*		250	
2	Painting of interior walls	Sqm*		500	
3	Painting of ceilings	Sqm*		300	
4	Painting of exterior walls	Sqm*		200	
5	Painting of interior textured surfaces	Sqm*		150	
6	Painting of exterior textured surfaces	Sqm*		250	
7	Painting of exterior grills/railings/other metal	Sqm*		150	
		Linear meter		80	
8	Replacing wallpaper/other wall covering	Sqm*		100	
	Masonry services (see Section C.2.1.5.)				

9	Repairing damaged interior plaster/stucco/drywall	Sqm*		150	
10	Repairing damaged exterior plaster/stucco	Sqm*		150	
11	Repairing interior textured surfaces	Sqm*		150	
12	Repairing exterior textured surfaces	Sqm*		150	
13	Removing existing tiles	Sqm*		100	
14	Removing old grout and applying new grout	Sqm*		100	
15	Install of tiles (60x60cm)	Sqm*		50	
16	Install of tiles (60x120cm or more)	Sqm*		50	
17	Applying waterproofing (Hydro-insulation fluid) material to walls and floors before tiling	Sqm*		100	
18	Application of concrete bonding liquid (a special material used to improve and strengthen adhesion for plastering) to the wall prior to plastering.	Sqm*		50	
19	Installation of a floor screed with a thickness of 8–10 cm.	Sqm*		50	
20	Install of Tile Trim Profiles (edge-protection profile for outside corners)	Linear meter		20	
21	Install of Tile Trim Profiles (edge-protection profile) for window and door openings in bathroom	Linear meter		20	
22	Install of 45* degree cut tile edges	Linear meter		20	
23	Install of 45* degree cut tile edges for window openings in bathroom	Linear meter		20	
24	Installation of a self-leveling concrete floor finish, cement-based, with a thickness of 5 mm.	Sqm*		100	

25	Installation of a self-leveling concrete floor finish, gypsum-based, with a thickness of 5 mm.	Sqm*		100	
26	Application of interior plaster/stucco	Sqm*		100	
27	Application of exterior plaster/stucco	Sqm*		100	
28	Insulation of exterior facade walls with XPS 5 cm thick	Sqm*		200	
29	Excavation works (Digging the ground)	Cubic meter		10	
30	Installation of paving using stone tiles with a thickness of 5 cm. (sand-base or sand-cement-base)	Sqm*		50	
31	Removal/dismantling of damaged paving stones	Sqm*		10	
32	Exterior Wall Plastering with High-Quality Facade Plaster, Fiberglass Mesh Reinforcement, and “Munich” Type Textured Finish	Sqm*		100	
33	Temporary removal of security grills (window/door)	Linear meter		10	
34	Reinstallation of the temporary security grills (window/door)	Linear meter		10	
35	Removing exterior decorative stone wall cover	Sqm*		100	
36	Installing exterior decorative stone wall cover	Sqm*		100	
	Carpentry services (see Section C.2.1.6.)				
37	Sanding/varnishing of interior woodwork	Sqm*		200	
		Linear meter		100	

38	Sanding/varnishing of exterior woodwork	Sqm*		100	
39	Sanding and varnishing hard wood floors	Sqm*		150	
40	Sanding and varnishing pressed- wood/laminate floors	Sqm*		100	
41	Removing existing hard wood floors	Sqm*		150	
42	Installing new hard wood floors	Sqm*		150	
43	Removing existing pressed- wood/laminate floors	Sqm*		100	
44	Installing new pressed- wood/laminate floors	Sqm*		100	
Total of all line-item prices:					
First Option Year Total, estimated*:					

*Sqm – square meter

B.3.5 **SECOND OPTION YEAR PRICES** (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months).

CLIN	Description of Service	Unit of Measure	Price per Unit in USD	Estimated Quantity	*Total Est. Price in USD
	Painting services (see Section C.2.1.4.)				
1	Preparation works: wrap the area for painting works, cover furniture, floors, doors, baseboards, windows, etc. (see Section C.2.1.3.)	Sqm*		250	
2	Painting of interior walls	Sqm*		500	
3	Painting of ceilings	Sqm*		300	
4	Painting of exterior walls	Sqm*		200	

5	Painting of interior textured surfaces	Sqm*		150	
6	Painting of exterior textured surfaces	Sqm*		250	
7	Painting of exterior grills/railings/other metal	Sqm*		150	
		Linear meter		80	
8	Replacing wallpaper/other wall covering	Sqm*		100	
	Masonry services (see Section C.2.1.5.)				
9	Repairing damaged interior plaster/stucco/drywall	Sqm*		100	
10	Repairing damaged exterior plaster/stucco	Sqm*		100	
11	Repairing interior textured surfaces	Sqm*		100	
12	Repairing exterior textured surfaces	Sqm*		150	
13	Removing old grout and applying new grout	Sqm*		50	
14	Install of tiles (60x60cm)	Sqm*		50	
15	Install of tiles (60x120cm or more)	Sqm*		50	
16	Applying waterproofing (Hydro-insulation fluid) material to walls and floors before tiling	Sqm*		50	
17	Application of concrete bonding liquid (a special material used to improve and strengthen adhesion for plastering) to the wall prior to plastering.	Sqm*		20	
18	Installation of a floor screed with a thickness of 8–10 cm.	Sqm*		50	
19	Install of Tile Trim Profiles (edge-protection profile for outside corners)	Linear meter		10	
20	Install of Tile Trim Profiles (edge-protection profile) for window and door openings in	Linear meter		10	

	bathroom				
21	Install of 45* degree cut tile edges	Linear meter		10	
22	Install of 45* degree cut tile edges for window openings in bathroom	Linear meter		10	
23	Installation of a self-leveling concrete floor finish, cement-based, with a thickness of 5 mm.	Sqm*		100	
24	Installation of a self-leveling concrete floor finish, gypsum-based, with a thickness of 5 mm.	Sqm*		100	
25	Application of interior plaster/stucco	Sqm*		50	
26	Application of exterior plaster/stucco	Sqm*		200	
27	Insulation of exterior facade walls with XPS 5 cm thick	Sqm*		200	
28	Excavation works (Digging the ground)	Cubic meter		5	
29	Installation of paving using stone tiles with a thickness of 5 cm. (sand-base or sand-cement-base)	Sqm*		50	
30	Removal/dismantling of damaged paving stones	Sqm*		50	
31	Exterior Wall Plastering with High-Quality Facade Plaster, Fiberglass Mesh Reinforcement, and "Munich" Type Textured Finish	Sqm*		100	
32	Temporary removal of security grills (window/door)	Pcs		5	
33	Reinstallation of the temporary security grills (window/door)	Pcs		5	
34	Removing exterior decorative stone wall cover	Sqm*		100	

35	Installing exterior decorative stone wall cover	Sqm*		50	
36	Carpentry services (see Section C.2.1.6.)				
37	Sanding/varnishing of interior woodwork	Sqm*		100	
38	Sanding/varnishing of exterior woodwork	Sqm*		100	
39	Sanding and varnishing hard wood floors	Sqm*		100	
40	Sanding and varnishing pressed-wood/laminate floors	Sqm*		100	
41	Removing existing hard wood floors	Sqm*		150	
42	Installing new hard wood floors	Sqm*		150	
43	Removing existing pressed-wood/laminate floors	Sqm*		100	
44	Installing new pressed-wood/laminate floors	Sqm*		100	
Total of all line-item prices:					
Second Option Year Total, estimated*:					

*Sqm – square meter

B.3.6 THIRD OPTION YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months).

CLIN	Description of Service	Unit of Measure	Price per Unit in USD	Estimated Quantity	*Total Est. Price in USD
	Painting services (see Section C.2.1.4.)				
1	Preparation works: wrap the area for painting works, cover furniture, floors, doors, baseboards, windows, etc. (see Section C.2.1.3.)	Sqm*		250	
2	Painting of interior walls	Sqm*		500	
3	Painting of ceilings	Sqm*		300	
4	Painting of exterior walls	Sqm*		200	
5	Painting of interior textured surfaces	Sqm*		150	
6	Painting of exterior textured surfaces	Sqm*		250	
7	Painting of exterior grills/railings/other metal	Sqm*		150	
		Linear meter		80	
8	Replacing wallpaper/other wall covering	Sqm*		100	
	Masonry services (see Section C.2.1.5.)				
9	Repairing damaged interior plaster/stucco/drywall	Sqm*		100	
10	Repairing damaged exterior plaster/stucco	Sqm*		100	
11	Repairing interior textured surfaces	Sqm*		100	
12	Repairing exterior textured surfaces	Sqm*		150	
13	Removing old grout and applying new grout	Sqm*		50	
14	Install of tiles (60x60cm)	Sqm*		50	

15	Install of tiles (60x120cm or more)	Sqm*		50	
16	Applying waterproofing (Hydro-insulation fluid) material to walls and floors before tiling	Sqm*		50	
17	Application of concrete bonding liquid (a special material used to improve and strengthen adhesion for plastering) to the wall prior to plastering.	Sqm*		20	
18	Installation of a floor screed with a thickness of 8–10 cm.	Sqm*		50	
19	Install of Tile Trim Profiles (edge-protection profile for outside corners)	Linear meter		10	
20	Install of Tile Trim Profiles (edge-protection profile) for window and door openings in bathroom	Linear meter		10	
21	Install of 45* degree cut tile edges	Linear meter		10	
22	Install of 45* degree cut tile edges for window openings in bathroom	Linear meter		10	
23	Installation of a self-leveling concrete floor finish, cement-based, with a thickness of 5 mm.	Sqm*		100	
24	Installation of a self-leveling concrete floor finish, gypsum-based, with a thickness of 5 mm.	Sqm*		100	
25	Application of interior plaster/stucco	Sqm*		50	
26	Application of exterior plaster/stucco	Sqm*		200	
27	Insulation of exterior facade walls with XPS 5 cm thick	Sqm*		200	
28	Excavation works (Digging the ground)	Cubic meter		5	
29	Installation of paving using stone tiles with a thickness of 5 cm. (sand-base or sand-cement-base)	Sqm*		50	

30	Removal/dismantling of damaged paving stones	Sqm*		50	
31	Exterior Wall Plastering with High-Quality Facade Plaster, Fiberglass Mesh Reinforcement, and "Munich" Type Textured Finish	Sqm*		100	
32	Temporary removal of security grills (window/door)	Pcs		5	
33	Reinstallation of the temporary security grills (window/door)	Pcs		5	
34	Removing exterior decorative stone wall cover	Sqm*		100	
35	Installing exterior decorative stone wall cover	Sqm*		50	
36	Carpentry services (see Section C.2.1.6.)				
37	Sanding/varnishing of interior woodwork	Sqm*		100	
38	Sanding/varnishing of exterior woodwork	Sqm*		100	
39	Sanding and varnishing hard wood floors	Sqm*		100	
40	Sanding and varnishing pressed-wood/laminate floors	Sqm*		100	
41	Removing existing hard wood floors	Sqm*		150	
42	Installing new hard wood floors	Sqm*		150	
43	Removing existing pressed-wood/laminate floors	Sqm*		100	
44	Installing new pressed-wood/laminate floors	Sqm*		100	
Total of all line-item prices:					

Third Option Year Total, estimated*:

*Sqm – square meter

B.3.7 GRAND TOTAL PRICE FOR BASE YEAR PLUS THREE OPTION YEARS

Base Year Total:	
First Option Year Total:	
Second Option Year Total:	
Third Option Year Total:	
Grand Total Price for all Years:	

MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of 2,000 USD (Equivalent in local currency GEL). This reflects the contract minimum guarantee for each period of performance. The amount of all orders, for base and all option years shall not exceed 340,000 USD (Equivalent to the local currency GEL). This reflects the contract maximum.

B.4 ORDERING - The Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance." All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders orally but will confirm them in writing within three days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the COR or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for make-ready services on an as-needed basis. See the sample task order at Section J, Exhibit 1. Task orders shall include:

- (a) Date of order

- (b) Contract number
- (c) Order number
- (d) Location of property
- (e) Amount of work (square meters or linear meters)
- (f) Point of contact for questions

B.4.4 COMPLETION DATE –

The following are maximum completion times that will be included in individual task orders, dependent upon the type and amount of work to be done:

Type of House	Square Meter Ranges, Gross	Number of calendar days for Make Ready
Extra Large House	601-1200	17
Large House	301-600	14
Medium House	201-300	12
Small House	140-200	10
Small Apartment	80-160	5
Medium Apartment	161-230	6
Large Apartment	231-360	7

The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The **U.S. Embassy Tbilisi** requires a make-ready service contractor to perform task orders on U.S. Government owned and leased properties. The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2. PERSONNEL - The Contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

The designated representative shall be assigned to each project who shall be located on site during working hours (see Section F.8) and shall have supervision as his/her sole function. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.1.3 DEFINITIONS (see also FAR clause 52.202-1, Alt. 1 [APR 1994], cited in I.1)

Make-ready Services – Preparation of residential units for occupancy, renovation/refurbishment services, including all items in this contract.

C.2 STANDARDS

C.2.1 APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

C.2.1.1 LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall be in accordance with local standards and the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

C.2.1.2 PAINT SPECIFICATIONS

Paint used shall match similar adjacent materials or surfaces (plaster, metal, wood, etc.). It shall be the highest quality paint on the market, which does not contain harsh chemicals for health/hazardous materials (such as lead, mercury, etc.) and is environmentally friendly. Currently the paint used for make-ready services is Caparol Alpina (interior and exterior) but this may be changed by the COR. The colors will be specified in each task order for each project.

Materials to be used shall be agreed with the COR. If mismatch is found, the contractor shall fix the issue at his/her own expense.

C.2.1.3 PREPARATION AND PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, furniture, carpets, or windows, etc.). The Contractor shall remove furnishings or protect them by protective covering. The Contractor shall also protect floors from soiling and paint spills. The Contractor shall not wash wooden floors under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover and provide ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or damages floors/furniture, a specialist floor finishing/furniture refurbishing company at the Contractor's expense shall perform the repair works. After completion of the painting work, the Contractor shall return all furnishings to their original position, remove debris, and clean the work area.

C.2.1.4 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

1. "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
2. **Product Data:** When requested, the Contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to the COR, prior to starting work. Identify each material by the manufacturer's catalog number and general classification.
3. **Single Source Responsibility:** Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
4. **Material Quality:** Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.
5. **Delivery and Storage:** Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions. Store the materials according to manufacturer's recommendations.
6. **Project Conditions:** Apply paint only in temperatures in accordance with manufacturer's specifications. Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.
7. **Preparation and application:** Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted or provide protection such as taping prior to surface preparation and painting. Scrape, sand, clean and prepare surfaces to be painted following manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, and direct, loose rust, mildew, peeling paint or other contamination to

ensure good adhesion. Repair cracks with crack-tape and patch all nail holes and damaged surface areas. Before application of finish coats, apply a prime coat as instructed by the manufacturer. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, or chipping. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.

Mix, prepare and apply paint following manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks. The colors are usually standard, they only require one coat of paint. The contractor shall apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.

8. **Completion and cleaning:** Upon completion of painting, clean glass, and paint-spattered surfaces. Remove spattered paint by washing, scraping or other suitable methods to not to damage surfaces. Remove temporary protective wrappings. Remove all debris and leftovers. Put all furnishings back to their original locations. Clean all walls, floors, windows, and furniture.
9. **Replace wall covering:** Remove the designated wall covering (such as wallpaper, cork, mirror, and tile). After removing the wall covering the area shall be scraped and cleaned and made ready for new covering to be applied. The Contractor shall remove and properly dispose of the old wall covering. New wallpaper/covering will be provided by the Embassy.

C.2.1.5 TECHNICAL SPECIFICATIONS FOR MASONRY WORK -

1. **Repairing damaged interior/exterior plaster/stucco/drywall:**

Repair damaged interior and exterior plaster/stucco as directed by the COR. The damaged surface shall be completely scraped down, dried, source of damage shall be identified/eliminated and new layer of finish shall be applied according to manufacturer's recommendations. The plaster material shall be similar to the existing plaster in texture and color.

Patch defective drywall with a similar thickness and quality drywall. Joints must be taped in a manner, so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and speckled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth, and all dust removed prior to painting. Exterior surfaces must be speckled with exterior grade compounds.

- 2. Repairing interior/exterior textured surfaces:** The Contractor shall prepare the wall by filling and sanding any small holes or cracks with suitable "non-shrinking" material. After preparatory work, the Contractor shall furnish and apply a texture type material matching the existing texture.

3. Install of Tiles (60x60cm)

Steps:

- Prepare and clean the substrate.
- Plan tile layout and mark guidelines.
- Mix and apply tile adhesive.
- Lay tiles, using spacers for even joints.
- Tap tiles gently to ensure adhesion.
- Allow adhesive to set, then apply grout.

Materials:

- Tiles (60x60cm)
- Tile adhesive
- Spacers
- Grout
- Tiles will be provided by the Embassy for each task order.

4. Install of Tiles (60x120cm or more)

Steps:

- Prepare and clean the substrate.
- Plan layout and mark guidelines.
- Mix and apply tile adhesive.
- Lay large-format tiles, using spacers.
- Level tiles and ensure proper adhesion.
- Allow adhesive to set, then grout.

Materials:

- Tiles (60x120cm or larger)
- Tile adhesive (suitable for large-format tiles)
- Spacers
- Grout
- Tiles will be provided by the Embassy for each task order.

5. Applying Waterproofing (Hydro-insulation fluid) Material to Walls and Floors Before Tiling

Steps:

- Clean and dry the substrate.
- Apply primer if required.
- Apply first coat of waterproofing fluid.
- Allow to dry as per manufacturer's instructions.
- Apply second coat, ensuring full coverage.
- Allow to cure before tiling.

Materials: (Materials shall be provided by the contractor)

- Waterproofing (hydro-insulation) fluid
- Primer (if required)
- Reinforcing mesh/tape (for joints and corners)

6. Application of Concrete Bonding Liquid to the Wall Prior to Plastering

Steps:

- Clean and prepare the wall surface.
- Mix bonding liquid as per manufacturer's instructions.
- Apply bonding liquid evenly to the wall.
- Allow to dry as specified before plastering.

Materials: (Materials shall be provided by the contractor)

- Concrete bonding liquid

7. Installation of a Floor Screed with a Thickness of 8–10 cm

Steps:

- Clean and prepare the substrate.
- Install edge insulation strips if required.
- Mix screed material.
- Pour and spread screed to required thickness.
- Level and compact the screed.
- Allow to cure.

Materials: (Materials shall be provided by the contractor)

- Screed mix (cement, sand, aggregate)
- Edge insulation strips (if required)
- Curing compound (if specified)

8. Install of Tile Trim Profiles (edge-protection profile for outside corners).

Steps:

- Measure and mark the installation area for the trim profile.
- Cut the trim profile to the required length.
- Apply tile adhesive to the substrate where the profile will be installed.
- Press the trim profile into the adhesive, ensuring it is level and aligned.
- Install tiles adjacent to the profile, ensuring a snug fit.
- Clean excess adhesive and allow to set.

Materials:

- Tile trim profiles (edge-protection, for outside corners).
- Tile adhesive
- Spacers (if required)
- Grout

- Tile trim profiles will be provided by the Embassy for each task order.

9. Install of Tile Trim Profiles (edge-protection profile) for window and door openings in bathroom.

Steps:

- Measure and cut the trim profile to fit window/door openings.
- Apply tile adhesive to the substrate.
- Position and press the trim profile into the adhesive.
- Install tiles up to the profile, ensuring proper alignment.
- Clean excess adhesive and allow to set.

Materials:

- Tile trim profiles (for window/door openings).
- Tile adhesive
- Spacers (if required)
- Grout
- Tile trim profiles will be provided by the Embassy for each task order.

10. Install of 45° Degree Cut Tile Edges

Steps:

- Measure and mark tiles for 45° cuts.
- Cut tile edges at a 45° angle using a tile cutter.
- Dry-fit tiles to ensure proper alignment.
- Apply tile adhesive to the substrate.
- Install the cut tiles, aligning the mitered edges.
- Allow adhesive to set, then grout the joints.

Materials:

- Tiles (as specified)
- Tile adhesive

- Grout
- Tiles will be provided by the Embassy for each task order.

11. Install of 45° Degree Cut Tile Edges for Window Openings in Bathroom.

Steps:

- Measure and mark tiles for window opening.
- Cut tile edges at a 45° angle.
- Dry-fit tiles around the window opening.
- Apply tile adhesive to the substrate.
- Install the cut tiles, ensuring mitered edges align.
- Allow adhesive to set, then grout the joints.

Materials:

- Tiles (as specified).
- Tile adhesive
- Grout
- Tiles will be provided by the Embassy for each task order.

12. Installation of a Self-Leveling Concrete Floor Finish, Cement-Based, 5 mm

Steps:

- Fill and repair all cracks.
- Clean and prime the substrate.
- Mix self-leveling compound as per instructions.
- Pour and spread compound to 5 mm thickness.
- Allow to self-level and cure.

Materials: (Materials shall be provided by the contractor)

- Cement-based self-leveling compound
- Primer (if required)

13. Installation of a Self-Leveling Concrete Floor Finish, Gypsum-Based, 5 mm

Steps:

- Fill and repair all cracks.
- Clean and prime the substrate.
- Mix gypsum-based self-leveling compound.
- Pour and spread to 5 mm thickness.
- Allow to self-level and cure.

Materials: (Materials shall be provided by the contractor)

- Gypsum-based self-leveling compound
- Primer (if required)

14. Application of Interior Plaster/Stucco

Steps:

- Clean and prepare the wall surface.
- Apply bonding agent if required.
- Mix plaster/stucco.
- Apply plaster in layers to required thickness.
- Smooth and finish surface.

Materials: (Materials shall be provided by the contractor)

- Interior plaster/stucco mix
- Bonding agent (if required)

15. Application of Exterior Plaster/Stucco

Steps:

- Clean and prepare exterior wall surface.

- Apply bonding agent if required.
- Mix exterior plaster/stucco.
- Apply in layers to required thickness.
- Smooth and finish surface.

Materials: (Materials shall be provided by the contractor)

- Exterior plaster/stucco mix
- Bonding agent (if required)

16. Exterior Facade Wall Insulation with XPS Boards (5 cm Thickness)

Detailed Installation Methodology

1. Surface Preparation

- Existing exterior wall surface shall be structurally sound, clean, dry, and free of dust, oil, loose particles, paint residues, or biological growth.
- Any cracks, voids, or uneven areas greater than manufacturer's tolerance shall be repaired with approved repair mortar and allowed to cure.
- Surface flatness shall comply with manufacturer's requirements (typically ± 5 mm over 2 m straightedge).

2. Layout and Reference Lines

- Establish horizontal and vertical reference lines using laser level or chalk lines to ensure accurate alignment of insulation boards.
- Installation shall begin from the bottom of the façade, using a starter track or level reference to prevent slippage.

3. Adhesive Application (Per Manufacturer's Instructions)

- Use approved cement-based adhesive mortar compatible with XPS insulation systems.
- Adhesives shall be applied using the perimeter-and-dabs method or full-surface notched trowel method, depending on wall flatness and manufacturer's specification:
 - Continuous adhesive strip around the perimeter of the board
 - Minimum 3–6 adhesive pads in the center

- Adhesive coverage shall be not less than 40–60% of the board surface after pressing against the wall.

4. Installation of XPS Boards

- Install XPS boards (50 mm thick) firmly against the wall while adhesive is fresh.
- Boards shall be installed in a staggered (brick-bond) pattern, avoiding continuous vertical joints.
- Boards must be tight-fitted, with no gaps greater than 2–3 mm.
- Any gaps shall be filled with XPS-compatible polyurethane foam (not cement mortar) -if required (COR will decide).
- Boards shall be checked continuously for level, plumb, and flatness.

5. Mechanical Fixing (Dowels / Anchors)

- After adhesive curing (as per manufacturer's recommended time), XPS boards shall be mechanically fixed using plastic insulation anchors (dowels) with thermal caps.
- Minimum 5–6 anchors per square meter, or more as required by wind-load calculations and system design.
- Anchors shall penetrate the structural substrate to the depth specified by the manufacturer.
- Anchor heads shall be flush with the insulation surface and not damage the boards.

6. Reinforcement Mesh Installation

- Apply a base coat of cementitious reinforcement mortar over the XPS boards using a stainless-steel trowel.
- While the base coat is fresh, embed alkali-resistant fiberglass mesh into the mortar:
 - Mesh overlaps shall be minimum 100 mm
 - Mesh shall be fully embedded, without wrinkles or exposure
- Apply additional mortar to fully cover the mesh and achieve a uniform surface.

7. Surface Leveling and Curing

- Ensure the reinforced surface is smooth, flat, and ready for subsequent finishing layers.
- Allow curing in accordance with manufacturer's requirements, protecting the surface from:
 - Direct sunlight
 - Rain

- Freezing temperatures

8. Quality Control and Inspection

- Inspect the entire façade for:
 - Loose or misaligned panels
 - Improper dowel placement
 - Visible mesh or voids
- Any deficiencies shall be corrected prior to proceeding with finishing works.

9. Preparation for Final Finishes

- Once cured, the insulated façade shall be ready for final plaster, cladding, or façade finishing system as specified in the project documents.

17. Excavation Works (Digging the Ground)

This excavation of soil to the required depth and dimensions, including removal and disposal of excavated material. The contractor is responsible for selecting the appropriate method—manual labor or mechanical equipment—based on the project’s requirements, site conditions, and the volume of earth to be moved.

Work Procedures (Step-by-Step)

Marking the Excavation Area

- Accurately mark the boundaries of the excavation area using marking paint, string lines, or stakes, as per project drawings and instructions.
- Verify dimensions and alignment before proceeding.

Removal of Surface Material

- Remove any surface materials such as vegetation, topsoil, debris, or existing pavement within the marked area.
- Protect adjacent surfaces and structures as necessary using sheeting or barriers.

Excavation to Required Depth and Dimensions

- Excavate the ground to the specified depth, width, and profile as indicated in the project documents.
- The contractor may use manual tools (shovels, picks) or mechanical equipment (excavators, backhoes, loaders) as appropriate for the site conditions and required excavation volume.

- Ensure excavation sides are stable and safe; provide shoring or slope as needed to prevent collapse.
- Continuously check levels, slopes, and dimensions to ensure compliance with specifications.

Disposal of Excavated Material

- Segregate reusable material if required; otherwise, load and transport excavated soil and debris to the designated disposal site.
- Dispose of all material in accordance with local regulations and project requirements.
- Maintain a clean and safe work area throughout the process.

Materials and Equipment

- Marking paint, string lines, stakes
- Protective sheeting or barriers (if required)
- Manual excavation tools (shovels, picks, wheelbarrows)
- Mechanical equipment (excavators, backhoes, loaders, dump trucks), as needed
- Personal protective equipment (PPE)

Quality and Safety Requirements

- All work must comply with relevant safety standards and project specifications.
- The contractor must select the most efficient and safe method (manual or mechanized) based on the excavation's size, depth, and site access.
- The excavation must be completed to the exact dimensions and levels specified.
- The contractor is responsible for site safety, including the stability of excavation sides and protection of adjacent structures.

18. Installation of exterior paving using 5 cm thick stone tiles, including all preparatory earthworks, sub-base construction with compacted crushed stone, and the application of either a sand-cement or sand base.

Materials to be Used

- Stone tiles (5 cm thick)
- Crushed stone (gravel) fraction, 15–20 cm layer (granulometry as specified)
- Sand

- Cement (for sand-cement base option)
- Water (for mixing and compaction)
- Geotextile (if specified)
- Edge restraints (if specified)

Work Procedures (Step-by-Step)

Site Preparation and Excavation

- Mark the area to be paved according to project drawings.
- Excavate the soil to a minimum depth of 25 cm below the final finished surface level.
- Remove all vegetation, debris, and unsuitable material from the excavation.
- Level and grade the subgrade to ensure proper drainage and slope.

Installation and Compaction of Crushed Stone Sub-Base

- Place a layer of crushed stone (gravel) with a thickness of 15–20 cm over the prepared subgrade.
- Spread the crushed stone evenly to the required thickness.
- Mechanically compact the crushed stone using a plate compactor or roller until maximum density is achieved.
- Check the level and slope to ensure compliance with design requirements.

Installation of Base Layer

Option A: Sand-Cement Base

- Place a layer of sand-cement mix (proportion as specified, typically 1 part cement to 6–8 parts sand) over the compacted crushed stone.
- Spread the sand-cement mix to the required thickness (typically 3–5 cm).
- Level and lightly compact the base to create a smooth, even surface.

Option B: Sand Base

- Place a layer of clean, well-graded sand over the compacted crushed stone.
- Spread the sand to the required thickness (typically 3–5 cm).
- Level and lightly compact the sand to create a smooth, even surface.

Installation of Stone Tiles

- Lay the 5 cm thick stone tiles on the prepared base, following the specified pattern and alignment.
- Use spacers if required to maintain uniform joint widths.
- Check levels and adjust tiles as necessary to ensure a flat, even surface.

Joint Filling

- For sand-cement base: Fill joints with sand or mortar as specified, sweeping material into the joints and compacting as needed.
- For sand base: Fill joints with clean sand, sweeping it into the joints and compacting as needed.

Final Compaction and Cleaning

- Compact the entire paved area with a plate compactor, using a protective mat to avoid damaging the stone surface.
- Sweep the surface clean of excess sand or mortar.
- Inspect the finished work for levelness, alignment, and joint integrity.

Site Cleanup

- Remove all waste materials, debris, and excess materials from the site.
- Restore adjacent areas disturbed during construction.

Quality and Safety Requirements

- All materials and workmanship must comply with relevant standards and project specifications.
- Compaction must achieve the specified density for the sub-base and base layers.
- Workers must use appropriate personal protective equipment (PPE) and follow site safety protocols.
- The finished surface must be stable, level, and free of trip hazards.

19. Removal/Dismantling of Damaged Paving Stones

Steps:

- Mark area of damaged paving.
- Remove damaged stones carefully.

- Clean and prepare area for new installation.

Materials:

- Protective sheeting or bags (for debris removal)

20. This Work covers the preparation and plastering of exterior walls using a high-quality, exterior-grade plaster system. The work includes the application of a fiberglass mesh for reinforcement and the creation of a “Munich” (München) type textured finish.

Materials to be Used

- High-quality, exterior-grade facade plaster (suitable for outdoor use, weather-resistant)
- Quartz-primer for exterior surfaces (as recommended by plaster manufacturer)
- Fiberglass mesh (alkali-resistant, facade grade)
- Adhesive mortar for mesh embedding (compatible with plaster system)
- Corner beads and edge profiles (PVC or galvanized, as required)
- “Munich” type texture tools (rollers, trowels, or special brushes)
- Water (clean, for mixing)
- Protective sheeting and masking tape (for adjacent surfaces)
- Scaffolding and safety equipment

Work Procedures (Step-by-Step)

Surface Preparation

- Inspect exterior wall surfaces for structural integrity, cracks, or loose material.
- Clean surfaces thoroughly to remove dust, dirt, grease, and any contaminants.
- Repair any defects, fill cracks, and ensure a stable, even substrate.
- Protect adjacent surfaces (windows, doors, ground) with sheeting and masking tape.

Priming

- Apply Quartz primer to the prepared wall surfaces according to the manufacturer’s instructions.
- Allow primer to dry completely before proceeding.

Installation of Corner Beads and Profiles

- Install corner beads and edge profiles at all external corners, window/door reveals, and other necessary locations.

- Secure profiles firmly to ensure straight, durable edges.

Application of Base Coat and Fiberglass Mesh

- Prepare adhesive mortar as per manufacturer's guidelines.
- Apply a thin, even layer of adhesive mortar to the wall surface.
- Immediately embed fiberglass mesh into the wet mortar, ensuring it is flat and free of wrinkles.
- Overlap mesh joints by at least 10 cm (4 inches).
- Smooth the surface with a trowel, ensuring the mesh is fully covered and not visible.
- Allow the base coat to cure as specified.

Application of Facade Plaster (Main Coat)

- Mix high-quality facade plaster according to manufacturer's instructions.
- Apply the main plaster coat over the cured base layer, achieving the required thickness (typically 2–3 mm or as specified).
- Level and smooth the surface with a trowel.

Creation of "Munich" Type Textured Finish

- While the main coat is still workable, use appropriate tools (roller, trowel, or special brush) to create the "Munich" type texture.
- Work in sections to maintain a consistent pattern and finish.
- Inspect each section for uniformity and correct any defects immediately.

Curing and Protection

- Allow the finished plaster to cure as per manufacturer's recommendations.
- Protect the surface from rain, direct sunlight, and mechanical damage during curing.
- Remove protective sheeting and clean adjacent surfaces.

Final Inspection and Handover

- Inspect the completed work for uniformity, adhesion, and finish quality.
- Address any deficiencies or touch-ups as required.
- Prepare the area for final acceptance by the client.

Quality and Safety Requirements

- All materials and workmanship must comply with relevant standards and manufacturer's specifications.

- Workers must use appropriate personal protective equipment (PPE) and follow site safety protocols.
- Waste materials and debris must be removed from the site upon completion.

21. Temporary Removal of Security Grills (Window/Door)

Steps:

1. Mark and document existing installation.
2. Remove fasteners and carefully detach grills.
3. Store grills safely for reinstallation.

Materials:

- Protective wrapping material (for storage)

22. Reinstallation of the Temporarily Removed Existing Security Grills (Window/Door)

Steps:

- Retrieve and inspect grills.
- Align grills with original positions.
- Secure with appropriate fasteners.
- Grinding, priming and painting of welded joint points

Materials:

- Fasteners (as required for reinstallation)

23. Removing exterior decorative stone wall cover: Remove existing stones and clean the surface from all leftover materials to prepare for new tile installation.

24. Installing exterior decorative stone wall cover: install new stones cover according to manufacturer's recommendations on pretreated surface. Clean grout properly to avoid stains. The tiles will be provided by the Embassy for each task order.

C.2.1.6 TECHNICAL SPECIFICATIONS FOR CARPENTRY WORK -

1. **Sanding and varnishing of interior wood:** Staircase and wood railings shall be sanded and varnished (three layers of highest quality varnish to be agreed with the COR) to match the existing color.
2. **Sanding and varnishing of exterior wood trim:** The trim shall be scraped, sanded, filled and primed with a latex base primer, prior to painting. Apply three layers of highest quality exterior grade latex base paint of the color specified by the COR (the varnish the Embassy uses for outside wood is Caparol Capadur (F7 – LangzeitLasur). This work implies the need of setting up scaffolding or using a crane to reach hardly accessible areas so the contractor should plan on extensive preparatory work.
3. **Sanding and varnishing floors:** Sand the floors with professional drum sander and varnish with three layers of interior, EU made lacquer on vacuum cleaned surface. The work implies removing/putting back all furnishings, sealing/covering surrounding areas/rooms/furniture to protect from dust, removing/reinstalling of transition strips and floor molding, putting up signs about the wet floors, etc.
4. **Removing and installing of floors:** Each task implies preparation work of emptying the area of furniture and appliances, sealing/covering surrounding areas/rooms/furniture to protect from dust, repairing subflooring as necessary for the type of floors that will be installed, removing debris from the worksite, removing/installing floor molding after the work is done and putting furniture back to their original places.

The floors will be provided by the Embassy. Laminated floors will be EU made, 12 mm height, class 33 materials that require underlayment, also provided by the Embassy. In case of hard wood floors, the material will be oak, deck laying, 20 mm height.

C.3 MAJOR REPAIRS

The Contractor shall immediately inform the COR or the Embassy Buildings Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR. The Contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

C.4 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the Contractor's liaison. The liaison shall coordinate the performance of the contracted services with the needs of the Government.

The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Embassy listed in Section F.8. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays.

C.5 GENERAL RESPONSIBILITIES OF CONTRACTOR

The contractor is responsible for carrying out all above described tasks with diligence, in accordance with safety standards, providing all necessary equipment and materials. All property and furnishings shall be properly protected. All areas under ongoing works (wet walls, varnished floors, etc.) shall be protected by barriers or appropriate signs. Leftovers/debris/old damaged materials shall be removed from job site by the contractor. Any damage caused by the Contractor shall be fixed on contractor's expense.

C.6 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- a. Develop and maintain checklists of duties to be carried out,
 - b. Ensure these duties are carried out by the supervisory staff and senior employees,
- and
- c. Perform inspections at all work locations to determine whether the various services are performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR per request.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

C.7 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

C.8 WARRANTY

If issues occur during the following year of works due to contractor's mistake or negligence/lack of attention/lack of quality of work performed, the contractor shall correct them at their expense.

SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to location as follows:

19GG8026D...

US Embassy Tbilisi

29 Georgian-American Friendship Avenue

0131, Tbilisi, Georgia

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-26	REPORTING NONFORMING ITEMS (AUG 2024)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
<u>52.211-12</u>	<u>LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)</u>

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of US Government Hotel and M&IE plus 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.

(End of clause)

F.2 PERIOD OF PERFORMANCE. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with 3 (three) one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3. DELIVERABLES

The Contractor shall deliver the following items:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
H.12.2 – Biographies of Personnel	1	10 days after award	COR
H.3 – Bonds – N/A	1	30 days after award	N/A
H.4 – Insurance/Licenses & Permits	1	30 days after award	CO
H.10.1 – Safety Plan	1	30 days after award	COR
H.7.1 – Waste Disposal Report	1	Last day of each month	N/A

F.4 CONTRACTOR'S SUBMISSION OF WORK SCHEDULE FOR TASK ORDERS FOR MAJOR REPAIRS

The time for submission of the schedules and General Instructions referenced in Section I, 52.236-15, "Schedules for Construction Contracts," Paragraph (a) is modified to reflect the due date for submission as **5** calendar days after receipt of an executed contract." The Contractor shall revise such schedules weekly:

- (a) to account for the actual progress of the work,
- (b) to reflect approved adjustments in the performance schedule, and
- (c) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government.

The Contractor shall submit a schedule that sequences work to minimize disruption at the job site.

All deliverables shall be in the English language and any system of dimensions (such as English or metric) shown shall be consistent with the contract. If the Contractor has failed to act promptly and responsively in submitting its deliverables, the Government in approving such deliverables shall allow no extension of time for delay. The Contractor shall identify each deliverable as required by the contract.

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the Contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor

(c) 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

The Contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification shall state 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. The Contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the Contractor of acceptable bonds or evidence of insurance within the time specified in Section H of this contract, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 WORKING HOURS

The Contractor shall perform all work during 9:00 – 18:00 on business days except for the holidays identified in Sections I.15. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,

- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore

- (a) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (b) cannot be overcome by reasonable efforts to reschedule the work, and
- (c) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The Government will hold a post award conference ten (10) days after contract award at U.S. Embassy Tbilisi, 29 Georgian American Friendship Avenue, to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR)
(AUG 1999)

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

(b) The COR for this contract is **Quality Assurance Coordinator**.

G.1.2 DUTIES

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

G.2 PAYMENT

The Contractor shall submit invoices as instructed by FAR **52.232-5**. The Government will make payment for all work under an individual task order in a lump sum for all completed and accepted work.

Payment shall be done based on the Vendor's actual original invoice within 30 days after the receipt and acceptance of works by the Government.

Payment shall be made in local currency at the exchange rate in effect the day an invoice is processed for payment by the Post Financial Management Officer. The rate of exchange that shall be used to determine the amount of a payment shall be the official rate set by the Georgian Government on the day the Embassy's Finance Office makes payment.

Invoices with the task order number should be sent to the address as follows:

Financial Management Office
29 Georgian American Friendship Avenue
American Embassy
0131 Tbilisi, Georgia

Or electronically to tbilisifmovouchering@state.gov

G.2.1 GENERAL

The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS

The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER

The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the Contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING

Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts 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
- (d) Any other amounts that 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 costs for failure to make adequate progress.

G.2.6 PAYMENT

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

G.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

(a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.

(c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

G. Contractor shall NOT include Value Added Tax (VAT) on invoices submitted for payment.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF ORAL TASK ORDERS

The Contracting Officer may issue oral task orders, as stated in Section B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the Mission is open for business. U.S. or local holidays observed by the Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three-day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 BOND REQUIREMENTS – RESERVED.

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

General Liability	
(1) Bodily injury on or off the site in U.S. dollars:	
Per Occurrence	\$ 10,000 USD
Cumulative	\$ 50,000 USD
(2) Property damage on or off the site in U.S. dollars:	
Per Occurrence	\$ 30,000 USD
Cumulative	\$ 350,000 USD

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

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

- (a) any property of the Contractor,
 - (b) its officers,
 - (c) agents,
 - (d) servants,
 - (e) employees, or
 - (f) any other person,
- arising from and incident to the Contractor's performance of this contract.

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

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.

H.4.2 GOVERNMENT AS ADDITIONAL INSURED

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

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. 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.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 LANGUAGE PROFICIENCY

The manager, assigned by the Contractor to superintend the work on-site required by 52.236-6, "Superintendence by the Contractor" shall be fluent in written and spoken English.

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED

The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, 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 Contracting Officer. Unless directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

If a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and recommend a proposed course of action for resolution by the Contracting Officer.

H.7.2 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, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 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 required licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE

The Contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 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. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 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 that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 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 Contracting Officer.

(b) Vehicular Access. The Contractor shall use only established site entrances and roadways.

H.9.2 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. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from Occupants. The Contractor shall refer to the Contracting Officer any request received by the Contractor from occupants of existing buildings to change the sequence of work.

(a) Access Limited. The Contractor, its subcontractors and their employees 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 Contracting Officer.

H.10 SAFETY

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

- (a) subcontractors,
- (b) material men and laborers,
for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

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 as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

(a) Review and Approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) Rejection of Subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project 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.12 CONTRACTOR PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

The Contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take 15 days to perform. For each individual the list shall include:

- (a) Full Name

- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number

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 a badge will be provided 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.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:

- (i) Nature,
- (ii) Appearance,
- (iii) Dimensions,
- (iv) Performance,
- (v) Capacity, and
- (vi) Rating

unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 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 items to the site as soon as practicable. The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but that have not been delivered or secured at the site. The Contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS

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, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in 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 suspend work for such a cause. See FAR 52.242-14, Suspension of Work.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE
INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (NOV 2021)
52.203-17 2023)	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2025)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (OCT 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB (DEC 2023)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
- 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (NOV 2021)

- 52.216-7 ALLOWABLE COST AND PAYMENT (AUG 2018) ALTERNATE I (FEB 1997)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
- 52.225-5 TRADE AGREEMENTS (NOV 2023)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
- 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- 52.228-4 WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 2021)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
- 52.232-32 PERFORMANCE BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
- 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)

- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) ALTERNATE II (APR 1984)
- 52.245-1 GOVERNMENT PROPERTY (SEP 2021)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-1 VALUE ENGINEERING (JUN 2020)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2. FEDERAL ACQUISITION REGULATION CLAUSES PROVIDED IN FULL TEXT

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

- 52.203-08 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) If the Government receives information that a contractor or a person has violated 41 U.S.C. 2102- 2104, Restrictions on Obtaining and Disclosing Certain Information, the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates 41 U.S.C.2102 for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under 41 U.S.C. 2105(a).

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (JAN 2025) (OMIT IF OVER SAT)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(ii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

- (iii) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
 - (iv) [52.204-27](#), Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.
 - (v) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).
 - (vi) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).
 - (vii) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).
 - (viii) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
 - (ix) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (x) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ([31 U.S.C. 3903](#) and [10 U.S.C. 3801](#)).
 - (xi) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
 - (xii) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) ([Pub. L. 108-77](#) and 108-78 ([19 U.S.C. 3805 note](#))).
- (2) Listed below are additional clauses that apply:
- (i) [52.232-1](#), Payments (Apr 1984).
 - (ii) [52.232-8](#), Discounts for Prompt Payment (Feb 2002).
 - (iii) [52.232-11](#), Extras (Apr 1984).
 - (iv) [52.232-25](#), Prompt Payment (Jan 2017).
 - (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (Jun 2013).
 - (vi) [52.233-1](#), Disputes (May 2014).
 - (vii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (Jan 2025).

(viii) [52.253-1](#), Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) [52.203-17](#), Contractor Employee Whistleblower Rights (Nov 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

(ii) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)(Pub. L. 109-282) ([31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).

(iii) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Jan 2025) ([E.O. 13126](#)) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract).

(iv) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (Jun 2020) ([41 U.S.C. chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).

(v) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vi) [52.222-36](#), Equal Employment for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vii) [52.222-37](#), Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(viii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(ix)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (Mar 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(x) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act ([43 U.S.C. 1331](#), *et seq.*))).

(xi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xii) [52.223-5](#), Pollution Prevention and Right-to-Know Information (May 2024) ([42 U.S.C. 11001-11050](#) and [13101-13109](#)) (Applies to services performed on Federal facilities).

(xiii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to contracts for products as prescribed at FAR [23.109](#)(d)(1)).

(xiv) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xv) [52.223-20](#), Aerosols (May 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (May 2024) ([42 U.S.C. 7671](#), *et seq.*) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii) [52.223-23](#), Sustainable Products and Services (May 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 76711](#)) (Applies to contracts when

the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

(A) [52.225-1](#), Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$50,000).

(B) *Alternate I* (OCT 2022) (Applies if the Contracting Officer has filled in the domestic content threshold below, which will apply to the entire contract period of performance. Substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic end product* in paragraph (a) of [52.225-1](#): (A) The cost of its components mined, produced, or manufactured in the United States exceeds ____ percent of the cost of all its components. [*Contracting officer to insert the percentage per instructions at [13.302-5\(d\)\(4\)](#).*]

(xix) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xx) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xxi) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxii) [52.240-1](#), Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, [41 U.S.C. 3901](#) note prec.).

(xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#))(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504\(d\)](#)).

(xxiv) [52.247-69](#), Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) ([49 U.S.C. 40118\(g\)](#)). (Applies to contracts with a U.S.-flag carrier for the transportation by air of passengers; does not apply to contracts awarded by the Department of Defense or contracts for commercial products).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (Nov 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025) (Applies to contracts over the threshold specified in FAR [9.405-2\(b\)](#) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (Jan 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *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 this/these address(es):

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights-

- (1) Within a reasonable period of 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.

(e) *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, such as 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. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *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 hereunder 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 that 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 that reasonably could have been avoided.

(g) *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. 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.

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

(End of clause)

I.3 52.216-18 ORDERING (AUG 2020)

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

(End of clause)

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than **200 USD**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of **85,000 USD**
- (2) Any order for a combination of items in excess of **85,000 USD**; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5. 52.216-22 INDEFINITE QUANTITY (OCT 2025)

a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

(End of clause)

Alternate I (OCT 2025). As prescribed in 16.505(e)(1), add a paragraph (e) substantially the same as the following to the basic clause:

(e) Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If either party makes such notification, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

Alternate II (OCT 2025). As prescribed in 16.505(e)(2), add paragraphs (e) and (f) substantially the same as the following to the basic clause:

(e) The Government may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the contractor receives the notice of cancellation. No further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

(f) The Contractor may request to cancel this contract by submitting a written cancellation request to the contracting officer. The cancellation will take effect 30 calendar days after the Government receives the cancellation request, unless the contracting officer informs the contractor, before cancellation is effective, that cancellation is not approved. A contractor who requests cancellation is not eligible for the minimum guarantee. If cancelled, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order.

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **4 (four) years and 6 months.**

(End of clause)

I.8 RESERVED

I.9 RESERVED

I.10 RESERVED

I.11 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR.
(APR 1984)

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

(End of clause)

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.12 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of clause)

I.13 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION
CARD ISSUANCE PROCEDURES (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

I.14 652.215-70 EXAMINATION OF RECORDS

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

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

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

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

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

I.15 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT
(APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

I.16 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

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

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

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

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

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized

(5) under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

(End of clause)

I.17 RESERVEDI.18 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

I.19 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND
ADMINISTRATIVE LEAVE (FEB 2015)

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

<u>COUNTRY</u>	<u>DESCRIPTION</u>
US/Georgian	New Year's Day
Georgian	New Year's Day
Georgian	Christmas (Orthodox)
US/GEO	M.L. King, Jr. Birthday/Epiphany (Orthodox)
US	Washington's Birthday
Georgian	Mother's Day
Georgian	Good Friday (Orthodox)
Georgian	Easter Monday (Orthodox)
US	Memorial Day
Georgian	Independence Day
US	Juneteenth Day
US	Independence Day
Georgian	Assumption of the Virgin
US	Labor Day
US	Columbus Day
Georgian	Svetitskhovloba
US	Veteran's Day
Georgian	St. George's Day
US	Thanksgiving Day
US	Christmas

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(1) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the Contractor's accounting policy.

(End of clause)

I.20 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

(End of clause)

I.21 652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- EXHIBIT 1 SAMPLE TASK ORDER FORM
- EXHIBIT 2 SAMPLE BANK LETTER OF GUARANTY
- EXHIBIT 3 BREAKDOWN OF PROPOSAL PRICE BY DIVISION AND
 SPECIFICATION

EXHIBIT 1 - SAMPLE TASK ORDER FORM

Task Order # _____ Approval: _____ Page 1 of _____

Requestor: _____ Telephone #: _____ Priority _____

Property # _____ Equipment: _____ Requested Date: _____
or address _____ Due: _____

Unit: _____ Shop: _____

Task #	Description

Approved: _____ Reviewed by: _____ Printed by: _____

Customer Signature : _____

Comments: _____

Worker's Name _____ Worker's ID: _____

Worker's Signature: _____ Completion Date: _____

FOR MAJOR REPAIRS ONLY:

Work: _____ OT: _____ Travel: _____ OT: _____ Wait: _____ OT: _____

Materials used (use other side as needed): _____

EXHIBIT 2 - SAMPLE LETTER OF BANK GUARANTY

Place []
 Date []

Contracting Officer
 U.S. Embassy Tbilisi
 29 Georgian American
 Friendship Avenue
 0131, Tbilisi, Georgia

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.
 The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: **[name]**
 Address: _____
 Representatives: _____ Location: _____
 State of Inc.: _____
 Corporate Seal: _____

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.

**EXHIBIT 3 - UNITED STATES DEPARTMENT OF STATE BREAKDOWN OF
PRICE BY DIVISIONS OF SPECIFICATIONS**

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
TOTAL:					

Allowance Items:

PROPOSAL PRICE TOTAL in USD:

Alternates (list separately; do not total):

Offeror: _____

Date _____

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.
(APR 1985)

(a) The offeror certifies that -

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Note to CO:

***insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];**

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2024)

- (a) **Definitions.** As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).
- (b) **Prohibition.** The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.
- (c) **Certification.** The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.
- (d) **Disclosure.** If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) **Penalty.** Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31 USC 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS – REPRESENTATION (JAN 2017)

- (a) *Definition.* As used in this provision-

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

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

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

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

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 98)

(a) Definitions

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

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C.

7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

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

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)
<input type="checkbox"/>	Foreign Government
<input type="checkbox"/>	International organization per 26 CFR 1.6049-4
<input type="checkbox"/>	Other:

(f) Common Parent

<input type="checkbox"/>	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
<input type="checkbox"/>	Name and TIN of common parent
Name	
TIN	

(End of provision)

K.4. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(OCT 2025)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
- (2) The small business size standard is _____ *[insert size standard]*.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

- (xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at [52.223-2](#), Reporting of Biobased Products Under Service and Construction Contracts.
- (xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at [52.204-7](#).
- (xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

- (A) If the acquisition value is less than \$50,000, the basic provision applies.
- (B) If the acquisition value is \$50,000 or more but is less than \$100,000, the provision with its Alternate II applies.
- (C) If the acquisition value is \$100,000 or more but is less than \$102,280, the provision with its Alternate III applies.

- (xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

- (i) [52.204-17](#), Ownership or Control of Offeror.
- (ii) [52.204-20](#), Predecessor of Offeror.
- (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

Alternate I (Mar 2023). As prescribed in [4.1202](#)(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:

(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code	Size standard
<hr/>	<hr/>
<hr/>	<hr/>

NAICS Code

Size standard

[Contracting Officer to insert NAICS codes and size standards].

(2) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce, (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

K.5 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of

an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.6 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

K.7 RESERVED

K.8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS’ REPRESENTATION (NOV 2015)

(a) *Definitions.* “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It is, is not an inverted domestic corporation; and

(2) It is, is not a subsidiary of an inverted domestic corporation.

K.9 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS
(AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.10 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (NOV 2021)

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

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

__ (1) The Offeror certifies that—

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

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

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

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

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

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

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

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

(d) Do not submit an offer unless—

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

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under [22 U.S.C. 2593e](#)(d) or (e); or

(ii) Determined under [22 U.S.C. 2593e](#)(g)(2) that the entity has ceased all activities for which measures were imposed under [22 U.S.C. 2593e](#)(b).

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

(End of provision)

K.11 52.225-18 PLACE OF MANUFACTURE.

As prescribed in [25.1101](#) (f) insert the following solicitation provision:

PLACE OF MANUFACTURE (AUG 2018)

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

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(End of provision)

K.12 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____

Address: _____

Telephone No.: _____

K. 13 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

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

K.14 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

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

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.15 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name:	
Address:	
Telephone Number:	

K.16 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if—

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

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

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

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

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

(1) It is is not a foreign person; and

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

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

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

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

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

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

(End of provision)

K.16 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

Each offer must consist of the following:

Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in the country of Georgia, or plans to establish an office within 30 days of contract award.

The offeror shall provide proof of SAM registration to include the SAM UEI number.

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

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

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (NOV 2024)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
52.214-34	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION (NOV 2021)

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS
(OCT 2020)

52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION
(OCT 1997)

52.237-1 SITE VISIT (APR 1984)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Offerors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective

Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
1	Executed Standard Form 1442, "Solicitation, Offer and Award (Construction, Alteration, or Repair)", and completed <u>Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.</u>	<u>1</u>
2	Price Proposal and completed <u>Section B - SUPPLIES OR SERVICES AND PRICES/COSTS.</u> The price proposal shall include a completed <u>Section J, Exhibit 9, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS."</u>	<u>1</u>
3	Business Management/Technical Proposal.	<u>1</u>

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or the address below, if hand delivered (if this is left blank, the address is the same as that in Block 7 of SF-1442).

U.S. Embassy Tbilisi
29 Georgian-American Friendship Avenue
0131 Tbilisi, Georgia

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

*The total number of copies includes the original as one of the copies.

L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 1442 and Section K. Complete Blocks 14 through 20C of the SF-1442 and all of Section K.

L.4.3.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

L.4.3.3 Volume III: Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a bar chart indicating when the various portions of the work will be started and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned start and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;

- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default).
- (12) Environmental Preferability Submission, describing how the offeror will ensure the use of environmentally friendly products and materials in the performance of the contract. The offeror must list all chemical cleaning products and non-chemical products that will be used.

L.5 52.236-27 SITE VISIT (FEB 1995)

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

(b) An organized site visit has been schedule for **11:00am March 18, 2026**

(c) Participants will meet at the US Embassy Tbilisi, 29 Georgian American Friendship Avenue.

L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be a site visit date. Offerors are urged to submit written questions using the address provided on the cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, oral questions may be taken.

L.7 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, MC Thomas Edwardsen, on 995 32 2 27 70 00. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be: \$250,000 and \$350,000.

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 5 years;

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

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

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

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1. General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L and must meet all the requirements in the other sections of this solicitation.

M.1.2. BASIS FOR AWARD

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

(a) Initial Evaluation

The Government will evaluate all proposals received will be evaluated to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may eliminate proposals that are missing a significant amount of the required.

(b) Technical Acceptability

After the initial evaluation, the Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in Section L to ensure that the offeror's proposed project superintendent and subcontractors are acceptable to the Government. The Government may also contact references provided as part of the Experience and Past Performance information described in Section L to verify quality of past performance. The Government shall also review the bar chart submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

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

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

M.1.3 AWARD SELECTION

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

M.2 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

(End of provision)

M.3 QUANTITIES FOR EVALUATION

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

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

M.5 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

(End of provision)