

|                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                    |                  |                                                          |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------|--|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>                                                                                                                                                                              |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         | 1. REQUISITION NUMBER<br><b>PR15796163</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                    | PAGE 1 OF 96     |                                                          |  |
| 2. CONTRACT NO.                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                | 3. AWARD/EFFECTIVE DATE                         |                  | 4. ORDER NUMBER                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 5. SOLICITATION NUMBER<br><b>19C02026R0001</b>                                                                                                                                                                                     |                  | 6. SOLICITATION ISSUE DATE<br><b>08/12/2026</b>          |  |
| 7. FOR SOLICITATION INFORMATION CALL:                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                | a. NAME<br><b>JACK PARKER / YULIANA BALANTA</b> |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | b. TELEPHONE NUMBER(No collect calls)<br><b>601-275-2019</b>                                                                                                                                                                       |                  | 8. OFFER DUE DATE/ LOCAL<br><b>10/29/2026 – 16:00hrs</b> |  |
| 9. ISSUED BY<br><b>U.S. EMBASSY – BOGOTA<br/>GENERAL SERVICES OFFICE<br/>CARRERA 45 NO. 24B-27<br/>BOGOTA D.C., COLOMBIA</b>                                                                                                                                                                       |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         | 10. THIS ACQUISITION IS<br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input checked="" type="checkbox"/> UNRESTRICTED OR<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS<br><input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS:<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8 (A) SIZE STANDARD: |                                                                                                                                                                                                                                    |                  |                                                          |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><br><input checked="" type="checkbox"/> SEE SCHEDULE                                                                                                                                                                                    |                                                                                                                                                                                                                                                                | 12. DISCOUNT TERMS                              |                  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 13b. RATING                                                                                                                                                                                                                        |                  |                                                          |  |
|                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 14. METHOD OF SOLICITATION<br><input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP                                                                                                    |                  |                                                          |  |
| 15. DELIVER TO<br><b>SAMES AS BLOCK #9</b>                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         | 16. ADMINISTERED BY<br><b>SAMES AS BLOCK #9</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                    |                  |                                                          |  |
| 17a. CONTRACTOR/OFFERER                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                | CODE                                            |                  | FACILITY CODE                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 18a. PAYMENT WILL BE MADE BY<br><b>U.S. EMBASSY – BOGOTA<br/>FINANCIAL AND MANAGEMENT CENTER –FMC<br/>CARRERA 45 NO. 24B-27<br/>BOGOTA D.C., COLOMBIA<br/><a href="mailto:BogotaFactura@state.gov">BogotaFactura@state.gov</a></b> |                  |                                                          |  |
| TELEPHONE NO.                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CODE 19C020                                                                                                                                                                                                                        |                  |                                                          |  |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                    |                  |                                                          |  |
| 19. ITEM NO.                                                                                                                                                                                                                                                                                       | 20. SCHEDULE OF SUPPLIES/SERVICES                                                                                                                                                                                                                              |                                                 |                  | 21. QUANTITY                                                                            | 22. UNIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 23. UNIT PRICE                                                                                                                                                                                                                     |                  | 24. AMOUNT                                               |  |
|                                                                                                                                                                                                                                                                                                    | <b>The following services are being solicited:</b><br><br><b>Gardening services for real property owned or managed by the U.S. Government at the U.S. Embassy in Bogota, Colombia</b><br><br><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | See attached pages                                                                                                                                                                                                                 |                  | See attached pages                                       |  |
| 25. ACCOUNTING AND APPROPRIATION DATA                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)                                                                                                                                                                                        |                  |                                                          |  |
| <input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA                                                                                                                                             |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                                                                                                                                                  |                  |                                                          |  |
| <input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA                                                                                                                                                                     |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED                                                                                                                                                             |                  |                                                          |  |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                    |                  |                                                          |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                |                                                 |                  |                                                                                         | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                    |                  |                                                          |  |
| 30b. NAME AND TITLE OF SIGNER (Type or print)                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                |                                                 | 30c. DATE SIGNED |                                                                                         | 31b. NAME OF CONTRACTING OFFICER (Type or print)<br><b>JACK PARKER</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                    | 31c. DATE SIGNED |                                                          |  |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
|                 |                                      |                 |             |                   |               |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|                                                                                        |                     |                                      |                                                                                                                      |  |
|----------------------------------------------------------------------------------------|---------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------|--|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                 |                     | 32c. DATE                            | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                                  |  |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE                           |                     |                                      | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                                        |  |
|                                                                                        |                     |                                      | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                                                  |  |
| 33. SHIP NUMBER<br><br><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER  | 35. AMOUNT VERIFIED<br>CORRECT FOR   | 36. PAYMENT<br><br><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |  |
| 37. CHECK NUMBER                                                                       |                     |                                      |                                                                                                                      |  |
| 38. S/R ACCOUNT NO.                                                                    | 39. S/R VOUCHER NO. | 40. PAID BY                          |                                                                                                                      |  |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT                          |                     | 42a. RECEIVED BY ( <i>Print</i> )    |                                                                                                                      |  |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER                                         |                     | 42b. RECEIVED AT ( <i>Location</i> ) |                                                                                                                      |  |
|                                                                                        |                     | 42c. DATE REC'D (YY/MM/DD)           | 42d. TOTAL CONTAINERS                                                                                                |  |
| 41c. DATE                                                                              |                     |                                      |                                                                                                                      |  |

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SECTION 1 - THE SCHEDULE  
CONTINUATION TO SF-1449  
RFQ NUMBER S- **19C02026R0001**  
PRICES, BLOCK 23

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE: UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PERSUANT TO 26 U.S.C. 5000C.

1. SCOPE OF CONTRACT

The Contractor shall perform gardening services, including furnishing all labor, material, equipment and services, for the **U.S. Embassy Bogota, Colombia**. The price listed below shall include all labor, materials, insurance (see FAR 52.228-3 and 52.228-5), overhead, and profit. The Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed. **Please refer to Attachment #1.**

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

Minimum: The Government shall place orders totaling a minimum of **eight (8) man/hours**. This reflects the contract minimum for the base year and option period.

Maximum: The amount of all orders shall not exceed **the maximum working hours per day and per week as established by Colombian regulations**. This reflects the contract maximum for the base year and each option period for temporary/additional services.

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

2.0 PRICING

2.1 VALUE ADDED TAX

VALUE ADDED TAX. Value Added Tax (VAT) is not included in the CLIN rates. Instead, it will be priced as a separate Line Item in the contract and on Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion. It is reflected for each performance period. The portions of the solicitation subject to VAT are:

## 2.2. BASE PERIOD

| CLIN                               | Sub<br>-<br>CLIN | DESCRIPTION                         | UN    | QTY.   | UNIT<br>PRICE<br>(COPS) | TOTAL<br>PRICE<br>(COPS) |
|------------------------------------|------------------|-------------------------------------|-------|--------|-------------------------|--------------------------|
| 0001                               |                  | GARDENING SERVICES - BASE PERIOD    |       |        |                         |                          |
|                                    | 001              | Standard Gardening Services         | month | 12     | \$ -                    | \$ -                     |
| Cost per m²                        |                  |                                     | m²    | 28,000 | \$ -                    |                          |
| BASE PERIOD - DIRECT COST          |                  |                                     |       |        | 1.0000                  | \$ -                     |
| 0002                               | 001              | Management                          |       | 0      | 0%                      | \$ -                     |
|                                    | 002              | Unforeseen                          |       | 0      | 0%                      | \$ -                     |
|                                    | 003              | Profit                              |       | 0      | 0%                      | \$ -                     |
|                                    | 004              | VAT (on profit)                     |       | 0      | 19%                     | \$ -                     |
| BASE PERIOD - INDIRECT COST        |                  |                                     |       |        |                         | \$ -                     |
| BASE PERIOD DIRECT + INDIRECT COST |                  |                                     |       |        |                         | \$ -                     |
| 0003                               | 001              | BASE PERIOD DBA (reimbursable cost) |       |        |                         | \$ -                     |
| BASE PERIOD PROJECT COST + DBA     |                  |                                     |       |        |                         | \$ -                     |

## 2.3. FIRST OPTION YEAR PRICES

| CLIN                                     | Sub<br>-<br>CLIN | DESCRIPTION                               | UN                      | QTY.                  | UNIT<br>PRICE<br>(COPS) | TOTAL<br>PRICE<br>(COPS) |
|------------------------------------------|------------------|-------------------------------------------|-------------------------|-----------------------|-------------------------|--------------------------|
| 1001                                     |                  | GARDENING SERVICES - FIRST OPTION YEAR    |                         |                       |                         |                          |
|                                          | 001              | Standard Gardening Services               | month                   | 12                    | \$ -                    | \$ -                     |
|                                          |                  |                                           | Cost per m <sup>2</sup> | m <sup>2</sup> 28,000 | \$ -                    |                          |
| FIRST OPTION YEAR - DIRECT COST          |                  |                                           |                         |                       | 1.0000                  | \$ -                     |
| 1002                                     | 001              | Management                                |                         | 0                     | 0%                      | \$ -                     |
|                                          | 002              | Unforeseen                                |                         | 0                     | 0%                      | \$ -                     |
|                                          | 003              | Profit                                    |                         | 0                     | 0%                      | \$ -                     |
|                                          | 004              | VAT (on profit)                           |                         | 0                     | 19%                     | \$ -                     |
| FIRST OPTION YEAR - INDIRECT COST        |                  |                                           |                         |                       |                         | \$ -                     |
| FIRST OPTION YEAR DIRECT + INDIRECT COST |                  |                                           |                         |                       |                         | \$ -                     |
| 10003                                    | 001              | FIRST OPTION YEAR DBA (reimbursable cost) |                         |                       |                         | \$ -                     |
| FIRST OPTION YEAR PROJECT COST + DBA     |                  |                                           |                         |                       |                         | \$ -                     |

## 2.4 SECOND OPTION YEAR PRICES

| CLIN                                          | Sub<br>-<br>CLIN | DESCRIPTION                                | UN    | QTY. | UNIT<br>PRICE<br>(COPS) | TOTAL<br>PRICE<br>(COPS) |
|-----------------------------------------------|------------------|--------------------------------------------|-------|------|-------------------------|--------------------------|
| 2001                                          |                  | GARDENING SERVICES - SECOND OPTION YEAR    |       |      |                         |                          |
|                                               | 001              | Standard Gardening Services                | month | 12   | \$ -                    | \$ -                     |
| Cost per m <sup>2</sup> m <sup>2</sup> 28,000 |                  |                                            |       |      | \$ -                    |                          |
| SECOND OPTION YEAR - DIRECT COST              |                  |                                            |       |      | 1.0000                  | \$ -                     |
| 2002                                          | 001              | Management                                 | 0     |      | 0%                      | \$ -                     |
|                                               | 002              | Unforeseen                                 | 0     |      | 0%                      | \$ -                     |
|                                               | 003              | Profit                                     | 0     |      | 0%                      | \$ -                     |
|                                               | 004              | VAT (on profit)                            | 0     |      | 19%                     | \$ -                     |
| SECOND OPTION YEAR - INDIRECT COST            |                  |                                            |       |      |                         | \$ -                     |
| SECOND OPTION YEAR DIRECT + INDIRECT COST     |                  |                                            |       |      |                         | \$ -                     |
| 20003                                         | 001              | SECOND OPTION YEAR DBA (reimbursable cost) |       |      |                         | \$ -                     |
| SECOND OPTION YEAR PROJECT COST + DBA         |                  |                                            |       |      |                         | \$ -                     |

## 2.5 THIRD OPTION YEAR PRICES

| CLIN                                          | Sub<br>-<br>CLIN | DESCRIPTION                               | UN    | QTY. | UNIT<br>PRICE<br>(COPS) | TOTAL<br>PRICE<br>(COPS) |
|-----------------------------------------------|------------------|-------------------------------------------|-------|------|-------------------------|--------------------------|
| 3001                                          |                  | GARDENING SERVICES - THIRD OPTION YEAR    |       |      |                         |                          |
|                                               | 001              | Standard Gardening Services               | month | 12   | \$ -                    | \$ -                     |
| Cost per m <sup>2</sup> m <sup>2</sup> 28,000 |                  |                                           |       |      | \$ -                    |                          |
| THIRD OPTION YEAR - DIRECT COST               |                  |                                           |       |      | 1.0000                  | \$ -                     |
| 3002                                          | 001              | Management                                |       | 0    | 0%                      | \$ -                     |
|                                               | 002              | Unforeseen                                |       | 0    | 0%                      | \$ -                     |
|                                               | 003              | Profit                                    |       | 0    | 0%                      | \$ -                     |
|                                               | 004              | VAT (on profit)                           |       | 0    | 19%                     | \$ -                     |
| THIRD OPTION YEAR - INDIRECT COST             |                  |                                           |       |      |                         | \$ -                     |
| THIRD OPTION YEAR DIRECT + INDIRECT COST      |                  |                                           |       |      |                         | \$ -                     |
| 30003                                         | 001              | THIRD OPTION YEAR DBA (reimbursable cost) |       |      |                         | \$ -                     |
| THIRD OPTION YEAR PROJECT COST + DBA          |                  |                                           |       |      |                         | \$ -                     |

## 2.6 FOURTH OPTION YEAR PRICES

| CLIN                                          | Sub<br>-<br>CLIN | DESCRIPTION                                | UN    | QTY. | UNIT<br>PRICE<br>(COPS) | TOTAL<br>PRICE<br>(COPS) |
|-----------------------------------------------|------------------|--------------------------------------------|-------|------|-------------------------|--------------------------|
| 4001                                          |                  | GARDENING SERVICES -FOURTH OPTION YEAR     |       |      |                         |                          |
|                                               | 001              | Standard Gardening Services                | month | 12   | \$ -                    | \$ -                     |
| Cost per m <sup>2</sup> m <sup>2</sup> 28,000 |                  |                                            |       |      | \$ -                    |                          |
| FOURTH OPTION YEAR - DIRECT COST              |                  |                                            |       |      | 1.0000                  | \$ -                     |
| 4002                                          | 001              | Management                                 | 0     |      | 0%                      | \$ -                     |
|                                               | 002              | Unforeseen                                 | 0     |      | 0%                      | \$ -                     |
|                                               | 003              | Profit                                     | 0     |      | 0%                      | \$ -                     |
|                                               | 004              | VAT (on profit)                            | 0     |      | 19%                     | \$ -                     |
| FOURTH OPTION YEAR - INDIRECT COST            |                  |                                            |       |      |                         | \$ -                     |
| FOURTH OPTION YEAR DIRECT + INDIRECT COST     |                  |                                            |       |      |                         | \$ -                     |
| 40003                                         | 001              | FOURTH OPTION YEAR DBA (reimbursable cost) |       |      |                         | \$ -                     |
| FOURTH OPTION YEAR PROJECT COST + DBA         |                  |                                            |       |      |                         | \$ -                     |

“**OFFERORS:** Offerors are encouraged to complete the following pricing table for price evaluation purposes and FAR Clause 52.217-8 Option to Extend Services for 6 months. The cost/price information provided will be used to evaluate the total price for all options (52.217-5) and the total price for the basic requirement ONLY. The price offered in the table below will not be included in the total contract award amount; however, if you choose not to provide any cost/price information for each Line Item below, your Price Proposal will be considered incomplete, labeled a failure to follow instructions, and no further consideration will be given.”

## 2.6 SIX MONTH EXTENSION – 52.217-8\*\*

| CLIN                                          | Sub<br>-<br>CLIN | DESCRIPTION                                 | UN    | QTY. | UNIT<br>PRICE<br>(COPS) | TOTAL<br>PRICE<br>(COPS) |
|-----------------------------------------------|------------------|---------------------------------------------|-------|------|-------------------------|--------------------------|
| 5001                                          |                  | GARDENING SERVICES -SIX MONTH<br>EXTENSION  |       |      |                         |                          |
|                                               | 001              | Standard Gardening Services                 | month | 6    | \$ -                    | \$ -                     |
| Cost per m <sup>2</sup> m <sup>2</sup> 28,000 |                  |                                             |       |      | \$ -                    |                          |
| SIX MONTH EXTENSION - DIRECT COST             |                  |                                             |       |      | 1.0000                  | \$ -                     |
| 5002                                          | 001              | Management                                  | 0     |      | 0%                      | \$ -                     |
|                                               | 002              | Unforeseen                                  | 0     |      | 0%                      | \$ -                     |
|                                               | 003              | Profit                                      | 0     |      | 0%                      | \$ -                     |
|                                               | 004              | VAT (on profit)                             | 0     |      | 19%                     | \$ -                     |
| SIX MONTH EXTENSION - INDIRECT COST           |                  |                                             |       |      |                         | \$ -                     |
| SIX MONTH EXTENSION DIRECT + INDIRECT COST    |                  |                                             |       |      |                         | \$ -                     |
| 50003                                         | 001              | SIX MONTH EXTENSION DBA (reimbursable cost) |       |      |                         | \$ -                     |
| SIX MONTH EXTENSION PROJECT COST + DBA        |                  |                                             |       |      |                         | \$ -                     |

**\*\*The purpose of the 52.217-8 price information is for evaluation purposes only and will not be included in the contract amount**

**2.7     GRAND TOTAL TABLE OF BASE AND ALL OPTION PERIODS**

|                                                 |            |
|-------------------------------------------------|------------|
| <b>Base Year Total</b>                          | <b>*</b>   |
| <b>First Option Yea Total</b>                   | <b>*</b>   |
| <b>Second Option Year Total</b>                 | <b>*</b>   |
| <b>Third Option Year Total</b>                  | <b>*</b>   |
| <b>Fourth Option Year Total</b>                 | <b>*</b>   |
| <b>52.217-8 Option **</b>                       | <b>**</b>  |
| <b>Grand Total – Base plus All Option Years</b> | <b>***</b> |

*\*[Offeror/Bidder: Insert price]*

*\*\*[The purpose of the 52.217-8 price information is for evaluation purposes only and will not be included in the contract amount]*

*\*\*\*[Offeror/Bidder: Insert total price]*

CONTINUATION TO SF-1449  
RFQ NUMBER **19C02026R0001**  
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20

STATEMENT OF WORK  
EMB – GARDENING AND LANDSCAPING SERVICES FOR THE U.S. EMBASSY  
COMPOUND IN BOGOTÁ

1. MAIN OBJECTIVE

The purpose of this contract is to obtain gardening services for real property owned or managed by the U.S. Government at the U.S. Embassy in Bogotá, Colombia. The Contractor shall perform gardening services in all designated areas.

Location: Embassy Compound  
Address: Cra 45 24b-27, Bogotá, Colombia

Any changes to the scope of work, schedule, or price must be authorized in writing by the Contracting Officer. The Contractor is responsible for ensuring that all work meets the quality standards and requirements specified in this SOW.

Unless explicitly stated otherwise, every day referred to in this SOW shall be understood as a calendar day.

1.1. DISCLAIMER

This document contains Sensitive But Unclassified (SBU) information. It is intended solely for the use of the individual or entity to whom it is addressed. Unauthorized disclosure, copying, distribution, or use of this information is strictly prohibited. If you are not the intended recipient, please notify the sender immediately and delete all copies of this document. By accepting this document, you agree to protect the information contained herein and to use it only for the purpose for which it was provided.

2. TYPE OF CONTRACT

This contract is awarded on a Fixed-Price with Economic Price Adjustment (FP-EPA) basis. The Contractor shall provide all labor and supervision necessary to perform gardening services as specified in this Statement of Work (SOW) for the agreed-upon price, subject to economic price adjustments as specified below:

- a. This contract includes provisions for economic price adjustment based solely on changes to the official minimum wage (salario mínimo legal mensual vigente - SMLMV) as decreed annually by the Colombian government. This clause implements a Fixed-Price with Economic Price Adjustment (FP-EPA) contract structure in accordance with FAR 16.203.
- b. Economic price adjustments apply only to those cost components in the contract price that are directly affected by changes in the Colombian minimum wage. All

- other costs remain fixed as proposed in the Contractor's initial financial offer, subject only to the regular annual increments projected by the Contractor.
- c. Contractors must clearly identify and separate in their financial proposals all cost components that are directly affected by minimum wage adjustments. If the financial offer does not include this breakdown, the Contractor acknowledges and accepts that no modifications related to minimum wage adjustments will be made during the contract performance.
  - d. Operational costs not directly tied to the minimum wage—such as materials and supplies, insurance, administrative and overhead costs, profit margin, transportation, and other operational expenses—shall remain fixed and are subject only to the regular, projected annual increments proposed by the Contractor in their initial financial offer.
  - e. Economic price adjustments will be implemented after each year of service under the contract is completed and will not be aligned with the Colombian calendar year. Adjustments will be effective for the subsequent contract year upon approval of a contract modification by the U.S. Government.
  - f. The price adjustment shall be effective on the first day of the contract year for which the adjustment is approved, provided the contract modification is executed before that date. If the modification is executed after the start of the contract year, the adjustment shall be effective on the first day of the month following modification execution, with no retroactive adjustment.
  - g. No retroactive price adjustments shall be made. Adjustments apply prospectively to future contract performance only, beginning with the effective date of the contract modification.
  - h. The Contractor shall submit a request for economic price adjustment to the Contracting Officer's Representative (COR) no later than 30 calendar days before the end of each contract year.
  - i. All economic price adjustments require prior written approval through a formal contract modification issued by the Contracting Officer. No price adjustment shall be implemented without such approval.
  - j. All price adjustments are subject to review and approval by the U.S. Government.

### 3. GENERAL REQUIREMENTS

Maintenance and appearance of the grass, shrubbery, garden areas, trees, and related landscape elements at U.S. Embassy Bogota and associated properties are essential to the representational responsibilities of the U.S. Mission. The Government will evaluate the Contractor's performance based on the overall appearance and health of the landscape areas covered by this contract.

The Contractor shall provide comprehensive gardening and landscape maintenance services for the U.S. Embassy Bogota compound. These services shall include all planning, administration, and management necessary to ensure compliance with the contract, the Contracting Officer's Representative (COR) schedules and instructions, and all applicable best practices, laws, and regulations. The Contractor must meet all performance standards specified in the contract.

The Contractor shall also perform all related support functions, including but not limited to human resources management, quality control, technical oversight, and phytosanitary supervision.

The green areas of the U.S. Embassy Bogota compound cover approximately 28,000 square meters, as highlighted in the reference image below. Areas requiring gardening services include lawns, trees, palms, shrubs, hedges, bushes, vines, ground cover, flower beds, and selected indoor plants.



Image 1. Reference Image of Green Areas of the Compound

In addition, the scope of services includes all roofs and hard surfaces where activities must be performed, as described in this Statement of Work (SOW). The scope also includes the immediate exterior perimeter, primarily planters and exterior gardens at the entrances to the Embassy compound.

The Contractor shall verify these conditions during the site walkthrough as part of the Request for Proposal (RFP) process

#### 4. KEY PERSONNEL

##### 4.1. LEGAL REPRESENTATIVE

The legal representative of the contractor must not have any antecedents with Colombian nor United States law enforcement departments. The legal representative must obtain a security clearance from the United States Embassy Regional Security Office (RSO) prior to commencing contract-related activities. It will be required for the legal representative to provide biographical details, certificates and other documents, as per RSO requirements.

Must speak English and/or Spanish fluently, as well as have writing and reading skills to communicate effectively with members of the U.S. Government staff and the Contracting Officer's Representative (COR) as needed.

The legal representative must attend non-regular scheduled meetings when Contracting Officer's Representative (COR) requires it.

In case of change of the Legal Representative, the new one must comply with the requirements described above before its leave.

#### 4.2. ON-SITE COORDINATOR

The Contractor shall designate a full-time, on-site coordinator who will be responsible at all times for supervising the Contractor's workforce. This coordinator shall serve as the primary point of contact for the Contractor and must be capable of managing on-site personnel, distributing and scheduling tasks, planning and performing work activities, coordinating the procurement of supplies, and overseeing preventive maintenance for equipment. The coordinator will also act as the liaison with the Contracting Officer's Representative (COR).

The on-site coordinator must be fluent in Spanish, with strong reading and writing skills to communicate effectively with team members and the COR as required.

The on-site coordinator must have a minimum of three (3) years of experience in similar roles and possess formal or informal education in gardening and landscaping. Additionally, the coordinator must hold a valid certification for working at heights.

The on-site coordinator is required to have the appropriate security clearance to serve as an escort within Embassy premises.

#### 4.3. SUPERVISOR

The Contractor shall appoint a contract supervisor to monitor the work performed by on-site personnel. The supervisor will be responsible for overseeing all activities, ensuring compliance with the Statement of Work (SOW), verifying that scheduled tasks are completed, and confirming that work plans are executed as required. The supervisor shall conduct site visits as needed, with a minimum of two visits per week. Each visit must be documented in a weekly report, which the supervisor shall discuss, review, and have signed by the Contracting Officer's Representative (COR). These weekly reports must be included in the Monthly Reports, as specified in Section 9.2.

The supervisor must be fluent in English and/or Spanish, with strong reading and writing skills to communicate effectively with team members and the Contracting Officer's Representative (COR) as needed.

The supervisor must have a minimum of five (5) years of experience in supervisory roles and possess formal (technical or professional) education in gardening and landscaping. Additionally, the supervisor must hold a valid certification for working at heights.

This position may be shared by a maximum of two individuals, who may alternate site visits. Each individual must meet all qualifications specified in this section.

#### 4.4. ON-SITE GARDENERS

The Contractor shall designate a team of full-time, on-site gardeners who will be responsible for performing all activities and duties assigned by the coordinator and supervisor. The minimum number of on-site gardeners shall be five (5); however, the Contractor is responsible for providing sufficient personnel to fully comply with the requirements of this Statement of Work (SOW). Under no circumstances may the Contractor reduce the number of on-site gardeners proposed in their technical offer during the term of the contract.

All on-site gardeners must be fluent in Spanish to ensure effective communication with team members and the Contracting Officer's Representative (COR), as required.

Each on-site gardener must have a minimum of two (2) years of experience in similar roles and possess either formal or informal education in gardening and landscaping. Additionally, at least one on-site gardener must hold a valid certification for working at heights.

At least 20% of the on-site gardeners must possess the appropriate security clearance to serve as escorts within Embassy premises.

#### 4.5. TECHNICAL SUPPORT

The Contractor shall have the services of qualified Agricultural, Forestry, and Environmental Engineers to provide technical guidance to the Contractor's workforce and to develop, implement, and oversee the Contractor's programs for lawn, trees, and overall garden care.

All engineers and technicians assigned to these roles must possess relevant academic qualifications, professional certifications, and demonstrable experience (minimum 7 years of proven experience) in the management of urban landscapes, tree care, pest control, and environmental protection and all the activities listed mainly in Section 5.6, and all the other applicable duties and responsibilities to comply with this Statement of Work (SOW).

The Contractor is also expected to have a qualified employee to check the water fountain and irrigation system for optimal performance by inspecting the entire system as required in Sections 5.10 and 5.11.

#### 4.6. ADDITIONAL STAFF

It is the Contractor's responsibility to provide all technical, operational, administrative, managerial, and other personnel necessary to fulfill the requirements of this Statement of Work (SOW). Any additional staff assigned must possess the experience, expertise, and qualifications required to comply with the SOW.

#### 4.7. CONSIDERATIONS

- a. The Contractor must have sufficient capacity to provide backup personnel to cover medical leave, unforeseen absences, vacation, or resignation. All backup personnel must successfully complete the name check process as specified in Section 14.1.2.
- b. For the on-site coordinator position, one of the on-site gardeners may serve as a temporary replacement for absences not exceeding 15 working days. For longer absences, the Contractor must provide a backup who meets all requirements described above.
- c. Supervisor positions must be covered by another individual who meets the qualifications specified for the position.
- d. The number of backup on-site gardeners must be at least 60% of the total workforce. All backup personnel must obtain security clearance from the United States Embassy Regional Security Office (RSO) prior to commencing contract-related activities.
- e. The Contractor must immediately notify the Contracting Officer's Representative (COR) of any employee resignations. Employee badges must be returned to the COR immediately. Backup personnel must assume the vacant position without delay. For supervisor and/or coordinator positions, the Contractor must submit an action plan to the COR within 10 calendar days, detailing how duties will be fulfilled until the position is permanently filled. For all positions, the Contractor has a maximum of 30 calendar days to submit documentation for the individual selected to fill the vacancy.
- f. The Contractor is obligated to provide additional permanent or temporary staff upon request by the Contracting Officer (CO) and/or the COR if the service fails to comply with the SOW and the expected quality standards. This increase in personnel will not result in a contract modification or additional payment.

#### 4.8. TRAINING

The contractor shall ensure that all staff are qualified to perform their assigned duties and receive periodic training to maintain and improve their skills.

At least once a month, or as coordinated with the Contracting Officer's Representative (COR), the contractor shall organize training sessions on relevant work-related topics.

Suggested training topics include, but are not limited to:

- a. Safe use, handling, and storage of gardening chemicals (fertilizers, pesticides, herbicides)
- b. Personal Protective Equipment (PPE) for grounds maintenance
- c. Proper use of signage (e.g., “Work in Progress” or “Caution: Wet Grass” signs)
- d. Manual handling and safe lifting techniques for heavy loads (e.g., soil, plants, equipment)
- e. Safe operation and maintenance of gardening tools and equipment (e.g., mowers, trimmers, blowers, hedge cutters, irrigation systems)
- f. Teamwork and effective communication
- g. Identification and management of hazardous materials and waste
- h. Grounds maintenance protocols and procedures
- i. Waste segregation, composting, and recycling practices
- j. Ergonomics in gardening tasks
- k. Stress management and well-being at work
- l. Basic First Aid
- m. Emergency procedures and response to work-related accidents
- n. Biosafety and prevention of biological hazards (e.g., exposure to plants, insects, or soil-borne pathogens)
- o. Customer service and interaction with Embassy staff and visitors

The contractor shall maintain records of all training sessions, including dates, topics, and attendance, and provide these records as requested in Section 9 .

## 5. GARDENING AND LANDSCAPING SERVICES

This section lists, at a minimum, the standard gardening and landscaping services required under this contract. The frequencies and tasks described herein represent the minimum expected level of service; however, certain areas or conditions may require more frequent or intensive attention based on the needs of the Embassy grounds (for example, high-visibility areas, ceremonial spaces, or locations affected by weather or special events). The Contractor is responsible for developing and implementing a customized Grounds Maintenance Plan (see Section 9.1) to ensure all Embassy landscaping and gardening needs are met to the highest standard.

The Contractor shall design and implement the Grounds Maintenance Plan to minimize any disruption to the normal operations and activities of the Embassy. All gardening and landscaping tasks, including the use of equipment, application of treatments, and scheduling of maintenance activities, must be coordinated to avoid interference with official functions, staff movement, and daily mission activities. The Contractor shall work closely with the COR to ensure that all work is planned and executed in a manner that supports the smooth and uninterrupted functioning of the Embassy.

All gardening and landscaping activities must result in grounds, plants, trees, lawns, and related infrastructure that are healthy, well-maintained, and visually appealing. Surfaces

and landscaped areas must be free of debris, dead plant material, weeds, overgrowth, pest infestations, disease symptoms, water stains, soil erosion, or any other conditions that detract from the appearance or health of the Embassy grounds. All work must be performed in a manner that avoids visible residues, damage to plants or property, or any signs of neglect or low-quality workmanship.

## 5.1. LAWN CARE

### 5.1.1. GRASS CUTTING

The Contractor shall maintain grass at a height between 3 and 5 centimeters. During grass cutting activities, the Contractor must always use protective screens.

Planning and scheduling for grass cutting must avoid performing this activity in areas near entrances and main corridors during peak transit hours.

All lawn areas must consistently appear green and well-trimmed.

### 5.1.2. EDGING

The Contractor shall edge all sidewalks, driveways, and curbs each time the adjacent grass is cut.

### 5.1.3. TRIMMING

- a. The Contractor shall trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles, and structures, so that grass height does not exceed the height of the adjacent grass. Trimming height shall match surrounding area grass heights.
- b. All areas shall be trimmed concurrently with grass cutting. Damage to trees and shrubs or any other property of the Embassy from trimming shall be repaired by the contractor. If a plant should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of same size and type. All equipment and fuel for the grass cutting requirement shall be supplied by the Embassy. The Contractor is responsible to notify when an equipment requires preventive and corrective maintenance.

### 5.1.4. WEEDING

- a. The Contractor shall weed the grounds and gardens on a continuous basis to prevent the growth of weeds in lawns and landscaped areas. Weeds must be removed mechanically or chemically (not just killed) from all areas, including but not limited to walkways, walkway cracks, walkway/curb gutter expansion joints, pavers, and along fence lines.
- b. The Contractor may use weed-killing chemicals to eliminate grass and weeds in cracks and joints within or along sidewalks and curbs, as necessary to prevent

- regrowth.
- c. The Contractor must obtain approval from the Contracting Officer's Representative (COR) prior to any application of weed-killing chemicals.
  - d. Regular maintenance of mulch or decorative groundcover is required to help minimize weed growth in shrub and groundcover areas.
  - e. Weed control must also be performed on all compound roof areas, in accordance with applicable safety and security guidelines (local and U.S. regulations). All roofs shall be treated at least every two (2) months, and this work must be coordinated with the COR.
  - f. The Supervisor is responsible for inspecting all roof areas at least once per month to ensure that no weeds are present. A report on the condition of the roofs must be included in the Monthly Reports (Section 9.2).

#### 5.1.5. TURF REPAIR AND RE-ESTABLISHMENT

- a. The Contractor shall, whenever necessary, repair areas damaged by vehicular traffic, oil and gas spills, building repairs, or normal foot traffic. Damaged areas must be filled, leveled, and then seeded or sodded, and maintained to match the appearance and quality of adjacent areas.
- b. As a best practice, turf aeration should be performed once per year using equipment with hollow tines to remove soil cores. After aeration, top-dress the turf with a ¼-inch layer of fine compost. Overseed to fill thin areas and suppress weed growth. Dethatch turf when thatch accumulates to a thickness of one-half inch, using a vertical mower. Collect the thatch and either compost it for use elsewhere or dispose of it at an approved site. Schedule aeration and dethatching activities to coincide with the turf species' growth period, avoiding hot weather and peak weed seed germination periods. The Contractor may adjust these processes based on professional expertise, provided that the appearance, health, and quality of the landscape are not compromised.
- c. The methods, frequencies, and schedules for grass cutting, aerating, dethatching, hedging, trimming, weeding, and turf repair shall be included in the Contractor's Grounds Maintenance Plan.

#### 5.1.6. PRUNING

- a. The Contractor shall maintain all trees, shrubs, hedges, bushes, vines, ground cover, and flowers within the designated areas.
- b. The Contractor shall prepare a written schedule, as part of the Grounds Maintenance Plan, detailing the methods, frequencies, and dates for pruning activities.
- c. The Contractor shall prune all shrubs, vines, bushes, ground cover, and trees to:
  - Direct and encourage plant growth in desired directions.
  - Remove dead or unsightly growth.
  - Maintain a neat and attractive appearance.
  - Ensure safety clearances as directed by the Regional Security Office and

approved by the COR. Minimum safety clearances are 14 feet over streets, 12 feet over driveways, 8 feet over walkways, and 4 feet from buildings. These dimensions may be adjusted according to updated Embassy instructions or policies.

- d. The Contractor shall prune according to the schedule in the Grounds Maintenance Plan, ensuring that all major pruning is performed during the appropriate season in accordance with best horticultural practices. Hedges and shaped shrubs must always be pruned to maintain proper form.
- e. At no additional cost to the Government, the Contractor shall replace any tree, bush, or shrub that is killed or rendered unusable for its intended purpose due to negligent or irresponsible practices attributable to the Contractor.
- f. All workers performing overhead maintenance operations (over 1.5 meters) must wear hard hats conforming to ANSI Z89.1 standards and must be authorized to work at heights. The use of Personal Protective Equipment (PPE), including hard hats, is mandatory during tree-pruning operations.
- g. The Contractor must comply with all applicable safety standards, codes, and regulations, including Colombian Resolution 4272 of 2021 for work at heights.
- h. Trees shall be pruned as needed to provide safety, maintain clearances, and prevent structural damage. Topping and de-horning are not permitted. The Contractor is responsible for trimming and pruning trees around utility poles, power lines, and light poles. The Contractor must notify the COR when trimming or pruning around utility poles or power lines is required. Trees must be pruned as needed to maintain their natural growth characteristics.
- i. Shrubs and small trees shall be trimmed and pruned to enhance their health and appearance. Hedges must be maintained at their natural mature height and shape. Broadleaf evergreens and flower beds shall be pruned as required to maintain a minimum clearance of 3 inches from buildings, sidewalks, or other obstructions.

## 5.2. LEAF REMOVAL

The Contractor shall remove leaves and pine needles from the covered area on a weekly minimum basis.

## 5.3. RECYCLED MATERIALS

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

## 5.4. REMOVAL OF DEBRIS

- a. The Contractor shall remove foreign material, cuttings, grass, leaves, bark, limbs, dead vegetation, paper, and trash from the maintained areas including walkways, stairways and curbs within or adjacent to the area. The Contractor shall remove

- all debris and equipment from the work site before the end of each workday. Debris removal shall prevent unsightly accumulation. The Contractor shall promptly remove collected debris to the authorized disposal site at site.
- b. During rainy days, the Contractor will be required to remove stagnant water from walkways, driveways, and parking areas.

## 5.5. WATERING

- a. The Contractor shall water lawns, flowers, shrubs, and trees to provide for moisture penetration to a depth of 7 centimeters. If natural precipitation is sufficient to fulfill this requirement, the Contractor may request the COR's permission to suspend watering to avoid too much water in the soil.
- b. The Contractor shall present the method, frequencies, and dates of watering in a written schedule in the Grounds Maintenance Plan. The schedule shall consider all the different kinds of vegetation on site, local soil conditions, and the seasonal variations in plant moisture requirements.
- c. The Contractor shall take care and maintain all hoses, portable sprinklers, and other similar irrigation equipment and report any damage to the COR.
- d. The Government shall provide the water supply. Watering activities must utilize water from the rainwater tanks, using equipment supplied by the Embassy. Potable water may only be used when the rainwater tanks are completely empty. When potable water is used, the Contractor must prioritize maximum water conservation and minimize ecological impact.
- e. An automatic water sprinkler system is installed in the lawn area inside the Embassy compound and a manual sprinkler irrigation system is installed in the outside lawn area at the entrance of the Embassy. An automatic drip irrigation system is installed in for the plants and trees inside the Embassy compound. In the interest of cost efficiency and to reduce use of water for irrigation, the Contractor shall promote techniques for water conservation for the gardening services requirement. The Contractor shall provide details of the techniques employed at site to the COR.

## 5.6. TECHNICAL GUIDANCE

The Contractor shall have the services of qualified personnel as listed in Section 4.5. These professionals shall be responsible, but not limited, for:

- a. Designing and supervising tree management programs, including planting, pruning, disease prevention, and removal and replacing as necessary.
- b. Developing and monitoring integrated pest management strategies to ensure safe, effective, and environmentally responsible control of pests and diseases affecting all plant species on Embassy grounds.
- c. Conducting regular assessments of the health and condition of lawns, trees, shrubs, and other plantings, and recommending appropriate interventions to maintain optimal appearance and vitality.

- d. Advising on the selection and application of fertilizers, soil amendments, and irrigation practices to promote sustainable landscape management.
- e. Ensuring all gardening activities comply with local regulations, U.S. Government standards, and best practices in horticulture, arboriculture, and environmental stewardship.
- f. Providing training and technical support to the Contractor's staff on the latest techniques and standards in grounds maintenance, plant health care, and safety protocols.
- g. Preparing and submitting technical reports, recommendations, and documentation as required by the Contracting Officer's Representative (COR).

Technical visits shall be conducted at least once per month. After each visit, the engineer must discuss the findings and key observations with the Contracting Officer's Representative (COR). The visits and the activities listed above shall be documented in a Monthly Reports (Section 9.2).

#### 5.7. FERTILIZING

- a. The Contractor shall fertilize and lime the soil to promote proper health, growth, color, and appearance of cultivated vegetation, following proper horticultural practice for the types of vegetation, soil, weather conditions, and seasons of the year.
- b. The Contractor shall present the method of application, fertilizer type, frequencies, and dates of fertilizing and liming in the Grounds Maintenance Plan.
- c. The Contractor shall fertilize the lawn areas a minimum of two times per year with NPK and every month with Nitrogen in the form of Urea or Sulphate of Ammonia.
- d. The Contractor shall apply weed killer as necessary. If weed killer is not required, the Contractor shall request a waiver in writing from the COR.
- e. The Contractor shall fertilize trees, shrubs, bushes, hedges and plants as necessary.

#### 5.8. PEST AND DISEASE CONTROL

- a. The Contractor shall maintain a program for controlling pests and plant diseases to ensure that flowers, shrubs, vines, and planted areas remain healthy and vigorous, using the materials provided by the Embassy (Section 5.9).
- b. The frequency, scope, and location of pest and disease control applications must be determined in accordance with the Technical Guidance activities outlined in Section 5.6.
- c. Pesticides or other chemical products must not be applied within one hour prior to the start of business hours at the site. If it is not possible to complete the application at least one hour before business hours, the Contractor must schedule the application for a time when customer presence is minimal (e.g., on Saturdays). All treated areas must be blocked off and clearly marked with warning signs.
- d. The Contractor shall take all necessary precautions to keep people away from areas treated with pesticides or herbicides until the applied material is fully dry

and the area is safe for entry. The Contractor must follow the recommendations of the pesticide manufacturer and comply with all applicable governmental and industry regulations.

- e. The Contractor shall submit a pest and disease control plan as part of the Grounds Maintenance Plan. This plan must establish the strategy and methods for conducting a safe, effective, and environmentally responsible program for the prevention, monitoring, and treatment of pests and plant diseases. The plan must detail the selection and application of approved pesticides or biological controls, measures to minimize risks to human health and non-target species, procedures for the safe storage and disposal of chemicals, and compliance with all applicable local and U.S. Government regulations. The plan shall also include regular inspection schedules, documentation of treatments, and protocols for reporting and addressing outbreaks or infestations.

#### 5.9. HAZARDOUS AND TOXIC SUBSTANCES

- a. It is the Contractor's responsibility to ensure the safe handling, application, removal and environmentally sound disposal of all hazardous or potentially hazardous fertilizers, weed killers, and pest control products utilized in this requirement. These products will be provided by the Embassy.
- b. The Contractor must follow all instructions described in the Material Safety Data Sheets (MSDS) for each product.
- c. The Contractor may suggest or propose alternate products. For all proposed chemicals, the Contractor must submit the corresponding Material Safety Data Sheets (MSDS) - including commercial name, application rates, and intended use - to the Contracting Officer's Representative (COR) for approval at the start of the contract and before any new chemical is used. The non-approval of proposed chemicals does not relieve the Contractor of the obligation to fulfill all contractual requirements.
- d. The Contractor must maintain and retain records of all pesticide use in compliance with U.S. Federal laws and EPA regulations. These records must include dates, times, methods of application, chemical formulations, applicators' names, and weather conditions. Copies of all records must be provided to the Contracting Officer's Representative (COR).

#### 5.10. INTERIOR FOUNTAIN MAINTENANCE

- a. The Contractor shall not perform any mechanical or technical repair or maintenance to the fountain mechanical equipment.
- b. The Contractor shall provide water treatment and disinfection to the fountain water as to ensure it is safe by mechanical means or by the addition of appropriate approved water chemicals.
- c. All debris (such as leaves, insects, hair, etc.) on the surface of the water and the bottom of the ponds must be removed by means of vacuuming and/or skimmer.

Frequency of maintenance to be determined by ambient conditions but shall not be less than twice a week.

- d. All fountain surfaces (including tiles, walls, and bottom) must be kept clean through regular scrubbing, vacuuming, and backwashing. The Contractor is responsible for cleaning the pre-filter and filter, as well as replenishing any water removed during the maintenance process.
- e. The Contractor must notify the Contracting Officer's Representative (COR) in writing of any deficiencies related to the fountain, recirculating water equipment, or operation.

#### 5.11. MINOR IRRIGATION MAINTENANCE AND REPAIRS

- a. The Contractor must employ a qualified employee to inspect the irrigation system as required in Section 4.5. This includes cleaning and adjusting all sprinklers, bubbler heads, and valves to ensure proper coverage.
- b. Minor irrigation maintenance and repairs included in this proposal shall consist of, but are not limited to:
  - Sprinkler head repairs (including nozzle cleaning and adjustment);
  - Lateral pipe repairs within individual irrigation zones;
  - Maintenance and repair of hoses and drip tubes;
  - Cleaning and adjustment of irrigation control valves;
  - Programming and adjustment of irrigation controllers.
- c. For major repairs beyond routine maintenance, the Contractor must notify the Contracting Officer's Representative (COR) to initiate the solicitation and procurement process for additional maintenance and repair services.
- d. Technical inspections of the irrigation system shall be conducted at least once per month. The findings and activities from each inspection must be documented in a visit report, which must be reviewed and signed by the COR. These reports shall be included in the Monthly Reports (see Section 9.2).

#### 5.12. SPECIAL EVENTS

Periodically, events will be held at the Embassy Compound. The Contractor shall perform all monthly, quarterly, and other unscheduled maintenance tasks at least one week prior to scheduled events to ensure that gardens and hard surfaces are in optimal condition. If multiple or overlapping events prevent advance preparation, the Contractor shall coordinate with the COR and adjust maintenance activities as necessary to maintain the gardens in the best possible condition during event set-up.

### 6. MATERIALS & EQUIPMENT

- a. The U.S. Embassy shall provide all necessary gardening supplies and equipment as identified in ANNEX 1. GOVERNMENT FURNISHED PROPERTY.
- b. The Embassy will not provide security or specialized equipment such as uniforms, Personal Protective Equipment (PPE), ropes, scaffolding, fall arrest systems,

lifelines, special types of ladders or other similar. These items must be provided by the Contractor.

- c. The Contractor is responsible for the proper care and use of all provided equipment and hand tools. The Contractor must request preventive and corrective maintenance from the Contracting Officer's Representative (COR) and promptly notify the COR of any issues.
- d. The Contractor is also responsible for delivering a comprehensive inventory of all provided materials, equipment, and tools, including type, brand, serial number, inventory number, and status for each item. This inventory report must be submitted every two months and included in the Monthly Report, as specified in Section 9.2.
- e. In the event of failure or damage to loaned equipment or tools resulting from misuse, lack of knowledge, insufficient training, or any other cause attributable to the Contractor, the Contractor shall be responsible for repairing the damage and/or replacing the equipment or tools with items of equal or superior specifications to the original. All maintenance, repair, or replacement must be performed exclusively by manufacturer representatives, subject to prior approval by the COR.
- f. The Contractor must consider that maintenance and repair of the equipment are subject to the availability of government funds. Delays in maintenance or repair due to funding constraints do not excuse the Contractor from fulfilling their contractual obligations.

## 7. SAFETY, HEALTH AND ENVIRONMENT

- a. The Contractor shall comply with all legal requirements concerning safety for staff, workers, and the public who may be directly or indirectly affected by the work. All workers must be employed in accordance with local labor laws and regulations.
- b. The Contractor shall provide all workers with uniforms, including a raincoat, security and rubber boots.
- c. The Contractor shall provide all necessary Personal Protective Equipment (PPE) to employees, in accordance with the specifications and frequency required by local and U.S. regulations and laws, whichever are more stringent.
- d. The Government may require the Contractor to provide additional PPE if unsafe conditions are observed during gardening activities.
- e. The Contractor must comply with all applicable safety standards, codes, and regulations, including but not limited to Colombian Resolution 4272 of 2021 for work at heights.
- f. The Contractor shall submit a safety plan and procedures for all activities, signed by an approved and certified professional, as part of the Grounds Maintenance Plan (see Section 9.1).
- g. The Contractor must comply with the requirements outlined in ANNEX 2. SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS, in its latest version.

- h. During emergencies (including drills and real events), the Contractor's staff must actively participate and follow all security procedures and instructions. Any individual who fails to comply will be removed from Embassy property.
- i. The Contractor is responsible for submitting to the COR a daily headcount of staff members present on Embassy property at the start and end of each work shift.
- j. During emergencies (including drills and real events), the Contractor's on-site coordinator is responsible for accounting for all contractor staff and must immediately report the status and location of all personnel to the COR.

## 8. WORKING HOURS

- a. All work is allowed be performed between Monday and Friday, from 6:00 a.m. to 5:00 p.m., and on Saturdays from 6:00 a.m. to 12:00 p.m. The Contractor shall define work shifts and schedules within this timeframe for COR approval, in accordance with the requirements of Section 8.2.
- b. Work outside these hours may be approved by the Contracting Officer's Representative (COR). The Contractor must provide at least 24 hours' advance notice to the COR, who will consider any request for deviation from the specified hours.
- c. No work shall be performed on U.S. Government and local holidays as approved by the Embassy, identified in ANNEX 3. LIST OF OFFICIAL HOLIDAYS 2026. This list is updated annually and will be provided to the Contractor by the COR. Holidays not included in the approved list will be considered regular business days, and services must be performed accordingly. No additional costs or payments will be recognized for work performed on these days.
- d. The list of approved holidays does not exempt the Contractor from compliance with local labor law requirements and regulations.
- e. The Contractor must recognize that Embassy properties are diplomatic and highly secure facilities. Unexpected closures or work limitations at Embassy facilities will not warrant additional costs or payments to the Contractor. Schedules and work plans must be adjusted as necessary to ensure the optimum level of service despite such events.

### 8.2. WORK SHIFTS

- a. Work shifts for all positions must comply with, and not exceed, the maximum working hours per day and per week as established by Colombian regulations.
- b. The Contractor is responsible for maintaining a high level of service and full compliance with all contractual obligations, regardless of any changes to Colombian labor regulations that affect maximum work shifts (e.g., Colombian Law 2101 of 2021, which amends Article 161 of the Substantive Labor Code).
- c. At least two (2) months before any regulatory change comes into effect, the Contractor must submit to the COR an action plan that ensures continued service quality and compliance with all contractual obligations. The Work Plan must be updated as needed, subject to COR approval.

- d. Regulatory changes approved and notified by the Colombian Government will not entitle the Contractor to additional financial compensation or contract modification, except those listed in Section 2.

## 9. REPORTS

As part of the contract duties, the Contractor must deliver the following reports.

The Contractor must adhere to the policies, methods, and instructions regarding formats, templates, structures, and other document management requirements as specified by the Embassy.

### 9.1. GROUNDS MAINTENANCE PLAN

The objective of the Grounds Maintenance Plan is to define the Contractor's approach to delivering professional gardening and grounds maintenance services, describing the strategy for performing and complying with all activities listed in the Statement of Work (SOW). The plan must include a detailed site assessment, maintenance schedules, customized care plans, and recommendations for improvement. This plan will ensure that all outdoor areas of the U.S. Embassy in Bogotá are maintained to the highest standards of appearance, safety, and functionality.

The Contractor is responsible for preparing the comprehensive Grounds Maintenance Plan within thirty (30) days of contract award. The Contractor shall submit a draft of the Grounds Maintenance Plan to the Contracting Officer's Representative (COR) for review and approval prior to implementation. The Grounds Maintenance Plan must be delivered in native formats (MS Word, MS Excel) and PDF. PowerPoint presentations may be provided as supporting documents but will not serve as the official plan.

The Contractor shall provide, at a minimum, the following deliverables as part of the Grounds Maintenance Plan:

#### 9.1.1. SITE ASSESSMENT

The objective of the site assessment is to provide a comprehensive evaluation of all landscaped areas, plantings, hardscapes, irrigation systems, and general grounds conditions.

The contractor shall perform the following duties as part of the site assessment:

- a. Identify and document the type and condition of all plant materials including but no limiting to trees, shrubs, lawns, flower beds, and ground cover.
- b. Conduct a detailed inventory, including approximate quantities and areas, and map the species of plants, shrubs, and trees (including those within the greenhouse).

- c. Assess the general condition of each area, identifying issues related to plant health, soil quality, irrigation, erosion, pest infestation, or other maintenance concerns.
- d. Identify operational particularities of each area: high-traffic zones, VIP areas, event spaces, restricted access areas, and areas with special environmental requirements.

The Site Assessment must be updated annually.

#### 9.1.2. CUSTOMIZED GROUNDS CARE PLAN

The objective of the Customized Grounds Care Plan is to provide a tailored strategy based on the findings of the site assessment, detailing the following:

- a. A plan describing how all activities listed in the Statement of Work (SOW) will be performed and complied with.
- b. Maintenance standards and procedures for different plant types and surfaces (e.g., lawns, flower beds, trees, shrubs).
- c. A differential approach based on the operational characteristics of each space (e.g., high-traffic areas, VIP zones, event spaces).
- d. Safety protocols to ensure that health and safety standards are met for both workers and occupants.
- e. Recommendations for improvement, including:
  - Enhancements in landscape design, plant selection, or maintenance practices (e.g., drought-resistant plants, improved irrigation).
  - Suggestions for preventive maintenance (e.g., mulching, seasonal pruning, pest control) to reduce the need for major interventions.
- f. Contingency protocols for climate phenomena (e.g., heavy rain, hail, drought).

The Customized Grounds Care Plan must be updated every six (6) months.

#### 9.1.3. TREE MANAGEMENT PLAN

The objective of the Tree Management Plan is to provide a comprehensive assessment of the health conditions of all trees within the compound, and to plan for future requirements such as soft and heavy pruning, removal, relocation, and replacement. For clarification, tree removal, relocation, and replacement are not included as part of the activities covered by this Statement of Work.

The Tree Management Plan must comply with all aspects, information, requirements and regulations of the local environmental authority (Secretaría Distrital de Ambiente) and must include planning for short-term (1–2 years), medium-term (3–5 years), and long-term (5–10 years) management.

Requesting and processing permits with the local environmental authority are not included as part of the activities covered by this Statement of Work.

Tree Management Plan must be updated every year.

#### 9.1.4. GARDENING ACTIVITIES SCHEDULE

The objective of this document is to provide a detailed schedule for all activities listed in the Statement of Work (SOW), ensuring minimal disruption to Embassy operations and full compliance with contract requirements.

The Contractor shall include, for each area, the following elements as part of the maintenance schedule:

- a. Timing and frequency of each task listed in the SOW (e.g., daily watering, weekly mowing, monthly pruning).
- b. Recommended time of day for maintenance activities (e.g., early morning, weekends).
- c. Specific maintenance times for high-priority spaces (e.g., before events in VIP areas).
- d. Frequency of labor required for each task (e.g., daily, weekly, monthly).
- e. Technical and supervisory visits.
- f. Personnel assigned to each task and/or area.

The Contractor must deliver a schedule and Gantt chart in MS Excel, MS Project, and PDF formats for the proposed schedule. The Maintenance Schedule must be updated every two months.

#### 9.1.5. GROUND MAINTENANCE PROCEDURES AND INSTRUCTIONS

The objective of this document is to provide detailed instructions for all workers on how to perform grounds maintenance tasks and properly use all products and equipment, following the Contractor's established procedures and expertise. The document should include:

- a. Step-by-step procedures for all required activities (e.g., mowing, pruning, fertilizing, pest control).
- b. Instructions on the correct use of gardening products and equipment.
- c. Safety protocols to ensure compliance with health and safety standards.

Grounds Maintenance Procedures and Instructions must be updated every six (6) months.

#### 9.1.6. QUALITY CONTROL PLAN

The objective of the Quality Control Plan is to ensure that all grounds maintenance services meet the highest standards of appearance, safety, and functionality. This plan outlines the procedures and measures to monitor, evaluate, and improve service quality, and should be designed to meet the requirements of Section 17.

The Quality Control Plan must include, at a minimum, the following components:

- a. Quality Standards
- b. Inspection and Monitoring
- c. Performance Metrics (Key Performance Indicators – KPIs)
- d. Feedback Mechanism
- e. Corrective Actions
- f. Training and Development
- g. Documentation and Reporting (including inspection reports)
- h. Continuous Improvement
- i. Innovation (exploring and implementing innovative grounds maintenance techniques and technologies to enhance service quality)

The Quality Control Plan shall be implemented from the start of the contract and continuously monitored and reviewed. Updates of the Quality Control Plan shall be conducted annually.

## 9.2. MONTHLY REPORT

The objective of the monthly report is to provide a comprehensive overview of the gardening and landscaping services performed, highlight any issues encountered, and detail the actions taken to resolve them. This report promotes transparency and supports the continuous improvement of service quality.

The monthly report must be submitted and presented to the Contracting Officer's Representative (COR) by the fifth day of the following month, or on the next business day if the fifth falls on a holiday.

Invoices will not be accepted unless the monthly report has been submitted to the COR.

The monthly reports must include, as minimum with the following information:

### 9.2.1. EXECUTIVE SUMMARY

- a. Brief overview of key gardening activities and accomplishments for the month.
- b. Summary of significant issues and resolutions.

### 9.2.2. GARDENING AND LANDSCAPING ACTIVITIES

- a. Detailed log of gardening tasks performed, including:
  - Daily tasks (e.g., watering, trash removal from grounds, routine inspections).
  - Weekly tasks (e.g., mowing, pruning, weeding, fertilizing).
  - Monthly tasks (e.g., pest control, soil treatment, seasonal planting).
- b. Frequency and timing of each task.
- c. Weekly visits reports and general overview from the Supervisor, Engineers and Technicians.

### 9.2.3. MAINTENANCE AND REPAIRS

- a. List of maintenance and repair activities requested and solved.
- b. Description of any issues identified to the irrigation system.

### 9.2.4. INVENTORY MANAGEMENT (updated every two months)

- a. Status of gardening supplies and equipment.
- b. Any new supplies or equipment requested or acquired during the month.
- c. Recommendations for additional supplies or equipment needed.

### 9.2.5. GARDEN SPECIES HEALTH TECHNICAL OVERVIEW

- a. Provide a detailed assessment of the garden's health conditions as identified by Agricultural, Forestry, and Environmental Engineers.
- b. Report on visits, activities and procedures implemented, or planned for implementation, to address any identified health concerns.
- c. Present general recommendations and proposed activities for inclusion in the work plan for the following month.

### 9.2.6. SAFETY AND COMPLIANCE

- a. Summary of safety protocols followed.
- b. Any incidents or accidents reported, along with actions taken to address them.
- c. Compliance with health, safety, and environmental standards.

### 9.2.7. RECOMMENDATIONS FOR IMPROVEMENT

- a. Suggestions for improving gardening practices or grounds usage.
- b. Recommendations for preventive maintenance to reduce the need for major repairs.
- c. Any other recommendations based on observations and assessments.

### 9.2.8. FEEDBACK AND CLIENT COMMUNICATION

- a. Summary of feedback received from embassy staff or occupants.
- b. Actions taken in response to feedback.
- c. Quality control reports, response statistics, and relevant data or metrics.
- d. Any meetings or communications with embassy representatives.

### 9.2.9. CHALLENGES AND RESOLUTIONS

- a. Description of any challenges encountered during the month.
- b. Steps taken to resolve these challenges.
- c. Any ongoing issues that require further attention.

#### 9.2.10. PERSONNEL MANAGEMENT

- a. Recent social security payments reports of all key personnel.
- b. Report and supporting documentation on personnel monthly trainings.
- c. Personnel updates and changes.
- d. Personnel schedule, location, and rotations.

#### 9.2.11. PLANNING

- a. Outline of planned gardening activities and focus areas for the upcoming month.
- b. Any anticipated challenges and proposed solutions.

#### 9.2.12. GROUNDS MAINTENANCE PLAN UPDATES

- a. Required updates to the Work Plan required in Section 9.1.

### 9.3. ANNUAL AND END-OF-YEAR REPORTS

The Annual Report summarizes the activities over the entire 12-month period of the contract. The End-of-Year Report summarizes the duties performed between January and December of each year.

The objective of these reports is to provide a comprehensive review of the gardening and landscaping services performed over the year, including an evaluation of overall performance, key achievements, challenges faced, and recommendations for the future. This report ensures accountability and supports planning for continuous improvement.

The Annual Report shall be submitted to the COR by the 10th business day following the completion of the 12th month of each year of the contract. The End-of-Year Report must be delivered by the 10th of December each year (or the first business day thereafter, if applicable).

These reports must include as minimum with the following information:

#### 9.3.1. EXECUTIVE SUMMARY

- a. Summary of execution and compliance with all duties listed in the contract and the annual work plan.
- b. Overview of key gardening activities and accomplishments for the year.
- c. Summary of significant issues and resolutions.
- d. Highlights of major improvements and successes.

#### 9.3.2. ANNUAL GARDENING AND LANDSCAPING ACTIVITIES SUMMARY

- a. Detailed summary of all gardening tasks performed throughout the year, including:

- Daily, weekly, and monthly tasks
- Special or seasonal projects (e.g., replanting, landscaping upgrades)
- b. Frequency and timing of each task.

#### 9.3.3. MAINTENANCE AND REPAIRS

- a. Detailed log and statistics of all maintenance and repair activities requested or performed over the year.
- b. Description of recurring issues and actions taken to address them.
- c. Summary of preventive maintenance activities.

#### 9.3.4. INVENTORY MANAGEMENT

- a. Annual summary of gardening supplies and equipment usage.
- b. Inventory status and any new supplies or equipment requested and used.
- c. Recommendations for additional supplies or equipment needed for the upcoming year.

#### 9.3.5. GARDEN SPECIES HEALTH TECHNICAL OVERVIEW

- a. Annual summary of the garden's health conditions as identified by Agricultural, Forestry, and Environmental Engineers.
- b. Annual report on activities and procedures implemented during the report period.

#### 9.3.6. SAFETY AND COMPLIANCE

- a. Summary of safety protocols followed throughout the year.
- b. Report of any incidents or accidents, along with actions taken to address them.
- c. Compliance with health, safety, and environmental standards.

#### 9.3.7. RECOMMENDATIONS FOR IMPROVEMENT

- a. Suggestions for improving gardening practices or grounds management based on annual observations.
- b. Recommendations for preventive maintenance to reduce the need for major repairs.
- c. Any other recommendations for enhancing the quality of gardening services.

#### 9.3.8. FEEDBACK AND CLIENT COMMUNICATION

- a. Summary of feedback received from the COR and service complaints over the year.
- b. Quality control reports, response statistics, and relevant data or metrics.
- c. Actions taken in response to feedback.
- d. Summary of meetings or communications with embassy representatives.

#### 9.3.9. CHALLENGES AND RESOLUTIONS

- a. Description of challenges encountered during the year.
- b. Steps taken to resolve these challenges.
- c. Any ongoing issues that require further attention.

#### 9.3.10. PERFORMANCE EVALUATION

- a. Summary of any performance reviews or audits conducted.
- b. Areas of excellence and areas needing improvement.

#### 9.3.11. PLAN FOR THE NEXT YEAR

- a. Outline of planned gardening activities and focus areas for the upcoming year.
- b. Anticipated challenges and proposed solutions.
- c. Goals and objectives for the next year.

#### 9.3.12. WORK PLAN UPDATES

- a. Required updates to the Work Plan required in Section 9.1.

### 9.4. END OF CONTRACT REPORT

In any contract termination event, the contractor must submit an “End of Contract Report” that will include as minimum the following information:

#### 9.4.1. EXECUTIVE SUMMARY

- a. Brief overview of contract objectives, scope, and key achievements.
- b. Summary of overall performance and any notable challenges or successes.

#### 9.4.2. SCOPE OF SERVICES PROVIDED

- a. Description of all services performed (e.g., lawn care, tree and shrub maintenance, pest control, irrigation management, seasonal plantings, waste management).
- b. List of all Embassy facilities/areas covered.

#### 9.4.3. GROUNDS CONDITION ASSESSMENT

- a. Detailed assessment of the current condition of all landscaped areas, including lawns, flower beds, trees, shrubs, hardscapes, and irrigation systems.
- b. Comparison to initial condition at contract start (reference baseline or initial assessment).

#### 9.4.4. MAINTENANCE ACTIVITIES SUMMARY

- a. Summary of routine and special maintenance activities performed during the contract period.
- b. Frequency and schedule adherence (e.g., mowing, pruning, fertilizing, pest control, irrigation system checks).
- c. Work and maintenance schedules plan for the following quarter.
- d. Any major projects or improvements completed.

#### 9.4.5. ISSUES AND RESOLUTIONS

- a. List of significant issues encountered (e.g., pest infestations, weather-related damage, equipment failures).
- b. Actions taken to resolve issues.
- c. Outstanding or unresolved issues at contract closeout.

#### 9.4.6. PERFORMANCE METRICS AND QUALITY CONTROL

- a. Summary of key performance indicators (KPIs) tracked during the contract.
- b. Results of inspections, audits, and quality control checks.
- c. Feedback received from Embassy staff or occupants.

#### 9.4.7. TRAINING AND SAFETY

- a. Overview of training provided to staff (topics, frequency, attendance).
- b. Summary of safety incidents, near-misses, or accidents, and corrective actions taken.

#### 9.4.8. ENVIRONMENTAL AND SUSTAINABILITY PRACTICES

- a. Description of environmentally friendly practices implemented (e.g., use of eco-friendly products, water conservation, composting).
- b. Compliance with environmental requirements in the contract.

#### 9.4.9. INVENTORY AND HANDOVER

- a. List of tools, equipment, and materials provided by the contractor and their status.
- b. Handover of any Embassy-owned equipment or supplies.
- c. Recommendations for maintenance or replacement of equipment.

#### 9.4.10. RECOMMENDATIONS AND LESSONS LEARNED

- a. Suggestions for future improvements in grounds maintenance.
- b. Lessons learned during contract execution that may benefit future contracts.

#### 9.4.11. ATTACHMENTS

- a. Inspection reports, maintenance logs, training records, and any other relevant documentation.
- b. Updated version of all the reports and documentation requested in Section 9 of the SOW.

## 9.5. DISCLAIMER

The receipt and review of any documents submitted by the Contractor does not constitute acceptance by the Embassy or its employees, nor does it imply any shared responsibility for the quality of services provided under this contract.

Responsibility for the optimal execution and quality of services under this contract rests solely with the Contractor.

## 10. TRANSITION PLAN

### 10.1. SUBMISSION REQUIREMENT

Within fifteen (15) calendar days after contract award, the Contractor shall submit a written Transition Plan to the Contracting Officer's Representative (COR) outlining the process for assuming all responsibilities for gardening services. The plan must include the projected timeline for completion of all required personnel clearances and the anticipated start date for full performance of all services under this contract. The plan shall prioritize the selection and clearance of all supervisors to be assigned under the contract.

### 10.2. PURPOSE

The purpose of the Transition Plan is to facilitate a seamless, efficient, and uninterrupted transfer of gardening responsibilities from the incumbent contractor to the incoming contractor, while maintaining the quality and safety of services throughout the transition period. This plan will also apply if the current contractor is re-awarded the new contract.

### 10.3. TRANSITION PLAN REQUIREMENTS

The Transition Plan shall address, at a minimum, the following elements:

#### 10.3.1. OVERVIEW OF THE TRANSITION PROCESS

Provide a high-level summary of the transition phases and key activities specific to gardening services.

#### 10.3.2. DETAILED TIMELINE

- a. Specific Dates and Milestones: Outline key dates and milestones for each phase of the transition, including start and end dates for personnel onboarding,

- equipment transfer, and commencement of services.
- b. Duration of Each Activity: Specify the time allocated for each activity within the transition process.

#### 10.3.3. KEY PERSONNEL MANAGEMENT

- a. List of Key Personnel: Identify key personnel involved in the transition, including supervisors and lead gardeners, with their roles and responsibilities.
- b. Plan for Hiring and Training New Staff: Detail the process for recruiting and training new employees to meet contract requirements, including horticultural expertise and safety training.
- c. Procedures for Transferring Existing Staff: If applicable, describe how existing staff will be transitioned to the new contractor.
- d. Social Security Payment Reports: Provide reports for all key personnel assigned to the contract, demonstrating that they are direct employees of the Contractor and not subcontracted.

#### 10.3.4. TRAINING AND CERTIFICATION

- a. Schedule for Training Sessions: Provide a timeline for training sessions to ensure all personnel are adequately prepared for gardening tasks and safety protocols.
- b. Details on Certifications Required: List any required certifications for personnel, such as pesticide application, equipment operation, or safety training.
- c. Plan for Ensuring All Personnel Meet Required Qualifications: Describe how the contractor will verify and maintain the necessary qualifications for all staff.

#### 10.3.5. EQUIPMENT AND SUPPLIES

- a. Inventory of Current Equipment and Supplies: List existing gardening equipment and supplies to be used.

#### 10.3.6. COMMUNICATION PLAN

- a. Methods for Regular Communication with the COR: Outline communication channels and the frequency of updates with the COR during the transition.
- b. Plan for Addressing Issues or Concerns: Describe the process for promptly addressing any problems or concerns that arise during the transition.

#### 10.3.7. QUALITY CONTROL AND ASSURANCE

- a. Procedures for Maintaining Quality Control During the Transition: Detail steps to ensure high standards of gardening service are maintained throughout the transition.
- b. Strategies for Continuous Improvement and Meeting Contract Standards: Explain how the contractor will monitor and improve service quality.

#### 10.3.8. SECURITY CLEARANCE

- a. Process for Obtaining Security Clearances for All Personnel: Describe the steps to secure necessary clearances from the U.S. Embassy Regional Security Office (RSO) for all staff.
- b. Timeline for Completing Security Clearance Requirements: Provide a schedule for obtaining all required clearances.

#### 10.3.9. RISK MANAGEMENT

- a. Identification of Potential Risks and Challenges: List potential risks and challenges that could impact the transition, such as delays in clearances or equipment delivery.
- b. Mitigation Strategies: Outline strategies to address and mitigate identified risks.

#### 10.3.10. CONTINGENCY PLAN

- a. Backup Plans for Unforeseen Circumstances: Describe contingency plans for situations such as staff absences, equipment failure, or other disruptions.
- b. Procedures for Ensuring Continuity of Services: Explain how gardening services will be maintained without interruption.

#### 10.3.11. FINAL HANDOVER

- a. Steps for the Final Handover of Responsibilities: Detail the process for the final transfer of responsibilities from the incumbent to the new contractor.
- b. Documentation and Reporting Requirements: List all documents and reports to be submitted to the COR at the conclusion of the transition period.

### 11. DELIVERABLES

The following chart summarizes the minimum deliverables that contractor must submit and present to the COR as part of the contract described in this contract:

| #   | DELIVERABLE                  | FIRST SUBMITTAL                       | UPDATE FREQUENCY                        |
|-----|------------------------------|---------------------------------------|-----------------------------------------|
| 1   | Security Documentation       |                                       |                                         |
| 1.1 | Security Study Documentation | 15 calendar days after contract award | 6 months before badge expiring date     |
| 1.2 | Namecheck Documentation      | 5 calendar days after contract award  | 11 months after namecheck approval date |
| 1.3 | Visitor Access Request (VAR) | 5 Calendar days after contract award  | As indicated in Section 14.2            |

|     |                                       |                                                                                               |                |
|-----|---------------------------------------|-----------------------------------------------------------------------------------------------|----------------|
| 1.4 | Security Status Database              | On the 5th day of the following month, or the next business day if the 5th falls on a holiday | Every Month    |
| 2   | Insurances                            |                                                                                               |                |
| 2.1 | Defense Base Act (DBA)                | 10 calendar days after contract award                                                         | Every Year     |
| 2.2 | Insurances                            | 10 calendar days after contract award                                                         | Every Year     |
| 3   | Grounds Maintenance Plan              |                                                                                               |                |
| 3.1 | Site Assessment                       | 30 calendar days after contract award                                                         | Every Year     |
| 3.2 | Customized Gardening Plan             | 30 calendar days after contract award                                                         | Every 6 months |
| 3.3 | Tree Management Plan                  | 30 calendar days after contract award                                                         | Every Year     |
| 3.3 | Gardening Activities Schedule         | 30 calendar days after contract award                                                         | Every 2 months |
| 3.4 | Gardening Procedures and Instructions | 30 calendar days after contract award                                                         | Every 6 months |
| 3.5 | Quality Control Plan                  | 30 calendar days after contract award                                                         | Every Year     |
|     |                                       |                                                                                               |                |

| #  | DELIVERABLE            | FIRST SUBMITTAL                                                                               | UPDATE FREQUENCY                            |
|----|------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------|
| 4  | Transition Plan        | 15 calendar days after contract award                                                         | N/A                                         |
| 5  | Monthly Report         | On the 5th day of the following month, or the next business day if the 5th falls on a holiday | Every Month                                 |
| 6  | Annual Report          | On the 10th business day following the completion of the 12th month                           | Every Year                                  |
| 7  | End of Year Report     | On the 10th of December (or the first business day thereafter, if applicable)                 | Every Year                                  |
| 8  | End of Contract Report | Within five (5) calendar days following receipt of the termination notice                     | At any termination event under the Contract |
| 9  | Evidence of Insurance  | 10 calendar days after the contract award                                                     | Every Year                                  |
| 10 | Licenses and Permits   | Date of award                                                                                 | Every Year                                  |

## 12. PERSONNEL BEHAVIOR

### 12.1. GENERAL

The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

### 12.2. STANDARD OF CONDUCT

- a. Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR).
- b. Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- c. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included any participation in disruptive activities, which interfere with normal and efficient Government operations. Complying with Safety Procedures and Policies: The Contractor shall comply with all government safety procedures and policies. This includes, but is not limited to, active participation in safety drills, submission of daily headcount reports, and adherence to protocols during emergency situations.
- d. Disobeying Government Staff Security and Safety Instructions: The Contractor shall comply with all instructions provided by government staff regarding safety and security, particularly during emergency drills or actual events. Additionally, any government staff member has the authority to stop any activity deemed potentially unsafe and may require the Contractor to exit government premises.
- e. Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.
- f. Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:
  - Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records.
  - Unauthorized use of Government property, theft, vandalism, or immoral conduct; Unethical or improper use of official authority or credentials.

- Security violations; or,
  - Organizing or participating in gambling in any form.
- g. Notice To The Government Of Labor Disputes: The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

### 13. KEY CONTROL

The Contractor shall receive, secure, issue and account for any keys issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Contractor shall not duplicate keys without the COR's approval. Where it is determined that the Contractor or its agents have duplicated a key without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has lost any such keys, the Contractor shall immediately notify the COR. In either event, the Contractor shall reimburse the Government for the cost of rekeying that portion of the system.

### 14. SECURITY REQUIREMENTS

#### 14.1. SECURITY CLEARANCE AND SCREENING

##### 14.1.1. ON-SITE STAFF SECURITY CLEARANCE

All contractor on-site personnel assigned to work regularly at U.S. Embassy facilities, including the contractor's legal representative, must successfully complete a

comprehensive security clearance process as required by the Post's Regional Security Office (RSO). The contractor shall submit all documentation required by the RSO for each employee.

The Contractor should anticipate that this process may take around six (6) to eight (8) months. The security study must be updated every five (5) years, or as indicated by the badge expiration date. Renewal information must be submitted to the COR at least six (6) months prior to the expiration date.

#### 14.1.2. ADDITIONAL STAFF NAME CHECK

For any additional or temporary staff not previously cleared through the clearance process described in Section 14.1.1, the Contractor shall provide a complete list of names and identification details to the COR to initiate the name check process. The Regional Security Office (RSO) will conduct the name check and notify the Contractor of approval or denial. No staff may begin work until written approval is received.

The Contractor should anticipate that this process may require between twenty (20) and forty (40) calendar days.

The name check must be updated annually. Renewal information must be submitted to the COR at least one (1) month prior to the expiration date.

#### 14.2. VISITOR ACCESS REQUEST (VAR)

##### 14.2.1. SUBMISSION REQUIREMENT

All Contractor personnel, including regular, temporary, and substitute staff, must comply with the Post's Visitor Access Request (VAR) procedures. The Contractor shall submit a completed VAR form for each individual, along with all required supporting documentation, to the COR or designated security office within five (5) business days after the award date for initial access. For subsequent requests, the information must be submitted to the COR at least three (3) business days prior to the intended access date.

VARs are valid for a maximum of ninety (90) calendar days. The Contractor must update the VAR before the expiration date, submitting the required information at least three (3) business days prior to the intended access date.

In exceptional cases, a VAR may be granted to staff who have not completed the security clearance and/or name check process (Sections 14.1.1 and 14.1.2). This permit may be issued only at the discretion of the COR and/or the Regional Security Office (RSO), and is limited to a maximum of five (5) days per individual, per lifetime.

#### 14.2.1.1. VEHICLES

Within the VAR, the Contractor must include every vehicle that may require entry to the Embassy premises for contractual activities.

Vehicle access will be granted solely for specific activities and does not authorize parking of Contractor vehicles inside the Embassy compound.

#### 14.2.1.2. TOOLS AND EQUIPMENT

Within the VAR, the Contractor must include all equipment and tools required to perform the Statement of Work (SOW).

The VAR must specify and justify the need for any fuel-powered equipment.

Access to cellphones and computer equipment will be granted only to staff whose contractual duties require such devices, and this need must be justified in the VAR. The government will grant access to this type of equipment at its discretion.

Under no circumstances is any contractor staff member permitted to take pictures, audio, or video material within the Embassy premises. Videocalls are also strictly prohibited. Any person found violating this policy will be immediately removed from the Embassy premises and have their access permits revoked.

Failure to obtain approval for any equipment or tool does not excuse the Contractor from fulfilling contractual responsibilities.

#### 14.2.2. COMPLIANCE

Contractor personnel must comply with all security policies and procedures while on U.S. Government property. Failure to comply may result in immediate removal from the site and may constitute grounds for contract termination.

The Contractor must consider all indicated timeframes for security processes as approximate; these may be extended depending on the circumstances. Failure to comply with these timeframes does not excuse the Contractor from fulfilling contractual obligations.

Timelines and procedures may change due to updates in U.S. Government policies or requirements from its offices and sections. The Contractor must adhere to any updated procedures without entitlement to additional compensation or changes to contractual responsibilities.

#### 14.2.3. CHANGES IN PERSONNEL

The Contractor shall immediately notify the COR of any changes in personnel and submit updated Security Clearance and Screening documentation (Section 14.1) as necessary.

#### 14.3. MONITORING AND CONTROL OF SECURITY AND ACCESS STATUS

The Contractor shall maintain a continuously updated database reflecting the status of all security studies, name checks, access request statuses, and due dates.

This database must be submitted to the Contracting Officer's Representative (COR) on a monthly basis. The COR may request access to, or control of, the database at any time.

##### 14.3.1. COST RESPONSIBILITY

All costs associated with the security study, including fees, documentation, and any related expenses, shall be borne solely by the Contractor. These costs shall not be charged to the U.S. Embassy, the U.S. Government, or the Contractor's employees under any circumstances.

#### 15. DAMAGES, INSURANCE, AND DEFENSE BASE ACT (DBA) INSURANCE

##### 15.1. DAMAGES TO GARDENS AND LANDSCAPE

The Contractor is responsible, at their own cost, for replacing any grass, plant, flower, shrub, tree, or other species and specimens covered under this Statement of Work (SOW) with items of the same species and size if their death or damage results from inadequate procedures, untrained personnel, insufficient health, sanitary, or pest control measures, improper maintenance or care, or any other cause attributable to the Contractor's responsibilities.

Upon notification by the Contracting Officer's Representative (COR) of such damage, the Contractor shall have a maximum of thirty (30) days to address and resolve the cause of the damage and complete the required replacements.

##### 15.2. DAMAGES TO PROPERTY

- a. Contractor Liability: The Contractor shall be liable for any damage to U.S. Government property, facilities, or equipment caused by the Contractor's employees, agents, or subcontractors during the performance of this contract. The Contractor shall promptly repair or replace, to the satisfaction of the Contracting Officer's Representative (COR), any such damaged property at no additional cost to the Government.
- b. Repair Standards: Repairs and replacements must meet or exceed the technical specifications of the damaged property and must be performed or provided by contractors and vendors authorized by the Embassy.
- c. Notification: The Contractor shall immediately notify the COR of any incident

resulting in property damage or personal injury. A written report detailing the circumstances and corrective actions taken must be submitted within twenty-four (24) hours of the incident.

- d. Remedies: If the Contractor fails to repair or replace damaged property within a reasonable period, the Government reserves the right to make such repairs or replacements and deduct the cost from any amounts due to the Contractor.

### 15.3. INSURANCE

#### 15.3.1. GENERAL REQUIREMENTS

The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the following insurance coverage:

- a. Commercial General Liability Insurance: Covering claims for bodily injury, death, or property damage arising out of the Contractor's operations, with a minimum limit of USD \$250,000 per occurrence and USD \$450,000 aggregate.
- b. Property Damage Insurance: Covering all damage caused in connection with the performance of this contract, with a minimum limit of USD \$7,500 per occurrence and USD \$75,000 aggregate.
- c. Worker's Compensation Insurance: As required by Colombian law and good practices for all employees engaged in work under this contract.
- d. 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 any property belonging to the Contractor, its officers, agents, servants, employees, or any other person, arising from or related to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government against all claims arising from such incidents, except in cases of gross negligence on the part of the Government.

#### 15.3.2. PROOF OF INSURANCE

The Contractor shall provide valid certificates of insurance for all required coverage to the Contracting Officer within ten (10) calendar days after contract award, and in all cases prior to the commencement of any work under this contract. 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.

#### 15.3.3. REPAIR OR REPLACEMENT PROCEDURES

In the event of any repair or replacement required due to damage covered by the Contractor's insurance, the U.S. Embassy shall not receive any direct payment or compensation from the insurance company. The Contractor shall be solely responsible for all procurement, contracting, and payments to contractors, vendors, or providers necessary to complete the repair or replacement. All such activities must be performed in accordance with Embassy requirements and subject to approval by the Contracting Officer's Representative (COR).

#### 15.3.4. NOTICE OF CANCELLATION

The Contractor shall ensure that the insurance provider gives the Contracting Officer at least thirty (30) days' written notice prior to any cancellation or material change in the insurance coverage.

### 15.4. DEFENSE BASE ACT (DBA) INSURANCE

#### 15.4.1. APPLICABILITY

In accordance with the Defense Base Act (42 U.S.C. 1651 et seq.), the Contractor shall provide DBA insurance for all employees (including subcontractors if applicable) who are U.S. citizens, U.S. residents, or third-country nationals employed under this contract.

#### 15.4.2. COVERAGE

DBA insurance shall provide coverage for medical expenses, disability, and death resulting from injuries or occupational diseases arising out of or in the course of employment under this contract.

#### 15.4.3. PROOF OF COVERAGE

The Contractor shall furnish evidence of DBA insurance coverage to the Contracting Officer prior to the commencement of work and upon renewal of the policy.

#### 15.4.4. SUBCONTRACTORS

The Contractor shall ensure that all subcontractors comply with the DBA insurance requirements, only if subcontracting is permitted by contract.

#### 15.4.5. COST REIMBURSEMENT

The cost for DBA insurance is a reimbursable cost. The reimbursable value will be paid in Colombian Pesos (COP), based on the insurance payment invoice value, at the official exchange rate on the payment day. If the paid value exceeds the projected value presented by the Contractor in their Financial Offer, only the projected value will be reimbursed. No additional costs for DBA insurance that do not appear on the insurance company invoice will be reimbursed.

### 16. LAWS AND REGULATIONS

#### 16.1. COMPLIANCE WITH LAWS

Without additional expense to the Government, the Contractor shall comply with all applicable laws, codes, ordinances, and regulations required to perform the work under this contract. If there is a conflict between the contract and the requirements of local law, the Contractor shall promptly notify the Contracting Officer in writing, describing the nature of the conflict and the Contractor's proposed course of action. The Contracting Officer will provide directions for resolution.

#### 16.2. LABOR AND SAFETY STANDARDS

The Contractor shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and related matters, unless such requirements are inconsistent with the terms and conditions of this contract. In the event of any inconsistency, the Contractor shall immediately notify the Contracting Officer for guidance.

All key personnel listed in Section 4, except those specified in Section 4.6 (unless otherwise required by law), must be direct employees of the Contractor. Subcontracting is not permitted for any responsibilities under this contract.

The Government reserves the right to request information from the Contractor regarding the conditions, status, and compliance with labor laws for their employees.

No employment relationship exists between the Contractor's employees and the U.S. Government. The Contractor is solely responsible for ensuring compliance with all applicable laws and regulations. The Contractor acknowledges that neither the U.S. Embassy in Bogotá nor the U.S. Government bears any responsibility in legal disputes involving the Contractor's employees.

#### 16.3. PERMITS AND LICENSES

The Contractor shall, without additional expense to the Government, obtain and maintain all necessary permits, licenses, and authorizations required by local authorities to perform the work under this contract.

## 17. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

This plan establishes an effective method for promoting satisfactory contractor performance in gardening and landscaping services. The QASP provides a framework for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued deficiencies. The contractor is solely responsible for management and quality control to meet the terms of the contract. The Government's role is to monitor quality to ensure contract standards are achieved.

| Score/100 | Title                    | Objective                                                                                                                                                                      | Metric                                                                                                                            | Evaluation                                                                                                    |
|-----------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 30        | Gardening Duties         | Perform all gardening and landscaping duties within specified timeframes.                                                                                                      | Completion of all gardening duties within specified timeframes.                                                                   | 100% of gardening duties completed within specified timeframes.                                               |
| 20        | Deliverables             | Submit and present all deliverables on time, ensuring completeness and clarity.                                                                                                | Timeliness, completeness, and clarity of submitted deliverables.                                                                  | 100% of deliverables were submitted on time, with 95% considered complete and clear by the COR.               |
| 10        | Staff Management         | Manage and supervise staff effectively, addressing performance and conduct issues.                                                                                             | Effective management and supervision of staff.                                                                                    | 90% of performance and conduct issues addressed within one month of identification.                           |
| 2         | Unforeseen Events        | Manage unforeseen events without compromising service levels.                                                                                                                  | Management of unforeseen events without compromising service levels.                                                              | 100% of unforeseen events managed without compromising service levels.                                        |
| 5         | Meetings and Inspections | Participate in all scheduled and unscheduled meetings with the COR and ensure the contractor supervisor performs and documents weekly inspections of the grounds and services. | Participation in scheduled and unscheduled meetings with the COR; completion and documentation of monthly supervisor inspections. | 100% participation in meetings with the COR; 100% of monthly supervisor inspections completed and documented. |
| 10        | Complaint Management     | Ensure no more than three complaints regarding performance are received in a month.                                                                                            | Number of complaints received regarding performance.                                                                              | No more than 3 complaints were received regarding performance per month.                                      |

| Score/100 | Title                           | Objective                                                                                                                                                                                                                                                                | Metric                                                                                                                                                             | Evaluation                                                                                                                                                                                        |
|-----------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10        | Species Health Management       | Ensure that all gardens, trees, and plant species are regularly monitored and maintained to promote their health and appearance. Surveillance and monitoring activities must be up to date and effective in preventing and addressing disease, pests, and other threats. | Frequency and thoroughness of health inspections; timely identification and resolution of plant health issues; visible health and appearance of gardens and trees. | 100% of scheduled health inspections completed; all identified issues addressed within two weeks; no more than one complaint per quarter regarding the health or appearance of gardens and trees. |
| 3         | Service Enhancement             | Contribute expertise to develop strategies and modern practices to enhance service.                                                                                                                                                                                      | Contribution of expertise to develop strategies and modern practices.                                                                                              | At least one significant contribution of strategies or modern practices per quarter.                                                                                                              |
| 10        | Documentation & Quality Control | Keep work schedules, monitoring databases, and quality control plans updated.                                                                                                                                                                                            | Maintenance of updated work schedules, monitoring databases, and quality control plans.                                                                            | 100% of work schedules, monitoring databases, and quality control plans updated.                                                                                                                  |

### 17.1. SURVEILLANCE AND STANDARD

The COR will receive and document all complaints from Government personnel regarding gardening and landscaping services provided. If appropriate, the COR will forward complaints to the contractor for corrective action.

The standard of performance is that the Government receives no more than three (3) customer complaints per month regarding gardening services. The COR shall notify the Contracting Officer of complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions—Commercial Items), if any services exceed the standard.

### 17.2. PROCEDURES

- a. If any Government personnel observe unacceptable gardening services, such as incomplete work or required services not being performed, they should immediately contact the COR.
- b. The COR will complete appropriate documentation to record the complaint.
- c. If the COR determines the complaint is invalid, the COR will advise the complainant and retain the annotated copy of the written complaint for their files.
- d. If the COR determines the complaint is valid, the COR will inform the contractor and provide additional time to correct the deficiency, if available. The COR shall determine what constitutes a reasonable timeframe.
- e. The COR shall, at a minimum, orally notify the contractor of any valid complaints.
- f. If the contractor disagrees with the complaint after investigating the site and challenges the validity of the complaint, the contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- g. The COR will consider complaints as resolved unless notified otherwise by the complainant.

- h. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## 18. UNILATERAL TERMINATION BY CONTRACTOR

### 18.1. PROHIBITION ON UNILATERAL TERMINATION

The contractor shall not unilaterally terminate this contract for any reason not attributable to the Government. Any attempt by the contractor to unilaterally terminate the contract, except as expressly permitted by the terms herein or by mutual written agreement, shall constitute a material breach of contract.

### 18.2. CONSEQUENCES OF UNAUTHORIZED TERMINATION

If the contractor unilaterally terminates the contract for reasons not attributable to the Government, the following consequences shall apply:

#### 18.2.1. TERMINATION FOR DEFAULT

The Government may, at its sole discretion, treat such action as a termination for default in accordance with the applicable Federal Acquisition Regulation (FAR) provisions.

#### 18.2.2. LIABILITY FOR DAMAGES

The contractor shall be liable for all damages resulting from the breach, including but not limited to:

- a. Excess costs incurred by the Government to obtain replacement gardening services.
- b. Administrative and procurement costs.
- c. Any other direct damages resulting from the contractor's failure to perform.

#### 18.2.3. NEGATIVE PAST PERFORMANCE REPORTING

The Government may record the contractor's default in official past performance databases, which may adversely affect the contractor's eligibility for future U.S. Government contracts.

#### 18.2.4. SUSPENSION OR DEBARMENT

The Government reserves the right to pursue suspension or debarment proceedings against the contractor in accordance with applicable regulations.

### 18.3. GOVERNMENT REMEDIES

In the event of an unauthorized unilateral termination by the contractor, the Government may exercise any and all remedies available under this contract, the Federal Acquisition Regulation (FAR), and applicable law, including but not limited to:

- a. Issuing a formal notice of termination for default.
- b. Reprourement of services at the contractor's expense.
- c. Pursuing claims for damages and excess costs.
- d. Initiating suspension or debarment proceedings.

### 18.4. NO WAIVER

Failure by the Government to enforce any remedy or provision of this section shall not constitute a waiver of the Government's rights.

## 19. TECHNICAL PROPOSAL REQUIREMENTS

The prospective contractor must submit the following information as part of their technical proposal for the bidding process. A checklist of required documents is included in ANNEX 4. TECHNICAL PROPOSAL CHECKLIST, which must be signed by the company's legal representative and included in both the printed and digital versions of the technical offer, in PDF and XLS formats.

The technical proposal must be written in English, except for certificates issued by third parties.

All requested documentation must be submitted for the technical proposal to be considered complete. Proposals that fail to include all required information will be deemed insufficient and may not be considered for evaluation.

The technical offer must be presented in an organized manner to facilitate review by the Embassy's evaluators. Each of the following sections should be presented as a chapter in the printed version of the technical offer. In the digital version, each section should be organized as a folder containing PDF files named according to the required information. All annexes must be signed by the company's legal representative and included in both the printed and digital versions, in PDF and XLS formats. Under no circumstances may the annexes be modified or edited in their structure or format.

#### 19.1. COMPANY'S PRESENTATION LETTER AND BROCHURE

Submit a formal letter introducing the company, signed by the legal representative, along with a company brochure outlining the organization's background, mission, and relevant services.

This letter must be printed on the company's official letterhead and signed by the legal representative.

#### 19.2. SOW ACKNOWLEDGMENT AND TRUE INFORMATION DECLARATION

Provide a signed statement acknowledging receipt, understanding and acceptance of the Statement of Work (SOW), and declaring that all information provided in the proposal is true and accurate. The statement must include the following disclaimer:

*“By signing this document, I, [NAME OF THE LEGAL REPRESENTATIVE], certify that all information provided is true, accurate, and complete to the best of my knowledge. I understand that any false, misleading, or incomplete information may be considered a violation of applicable laws and may be reported to local and U.S. authorities as permitted by law.”*

This declaration must also confirm the company's commitment to obtain the required insurances listed in the SOW (Section 15), that no labor will be subcontracted, and that the company is operating as a standalone entity (no Joint Ventures or Consortia are permitted).

This statement must be printed on the company's official letterhead and signed by the legal representative. A PDF version must be included in the proposal.

#### 19.3. PRELIMINARY WORK PLAN

Provide a detailed narrative describing how the offeror will comply with all requirements outlined in the Statement of Work (SOW). This must include a work plan detailing the methods and procedures the company will use to ensure the quality of services, including inspection, reporting, and corrective actions.

#### 19.4. COMPANY EXPERIENCE

Submit documentation demonstrating the company's relevant experience in providing gardening or landscaping services of similar scope and complexity.

The company must fully complete and submit ANNEX 5. COMPANY INFORMATION AND EXPERIENCE CHART. In addition, the company must meet and demonstrate compliance with the following requirements:

##### 19.4.1. COMPANY LOCATION AND HISTORY

- a. The company must have been established at least five years prior to this solicitation. Include a copy of the Certificate of Existence and Legal Representation (Certificado de Existencia y Representación Legal) issued within the last 30 days by the Chamber of Commerce in Colombia. Companies outside Colombia may provide an equivalent certificate from an official authority. In such

cases, the company must also provide a certificate from the Colombia Chamber of Commerce confirming the company's authorization to operate and provide gardening services in Colombia.

- b. The contractor's office must be located within a 30 km radius of the U.S. Embassy compound in Bogotá.
- c. Joint Ventures or Consortia are not permitted.

#### 19.4.2. PROVEN EXPERIENCE

The company must present evidence of at least three, and no more than six, contracts that meet the following requirements:

- a. Each contract must involve gardening, landscaping, or grounds maintenance services.
- b. Each contract must cover a serviced area of at least 17,000 m<sup>2</sup>.
- c. Each contract must have been performed (initiated and/or completed) within the past five years.
- d. Each contract must be accompanied by a certificate provided and signed by the previous client, including the general scope, type of facility serviced, description of services provided, area of intervention (in square meters), start and end dates, overall performance evaluation, and contract value. Offerors are advised that past performance information may be verified with the client's contact person.
- e. For previous experiences with the U.S. Embassy, only a copy of the previous service order and contract, along with a statement from the company including the required information above, is necessary.

#### 19.5. KEY PERSONNEL PRESENTATION

The company must fully complete, sign and submit ANNEX 6. KEY PERSONNEL CHART listing all required personnel specified in Section 4 (except those indicated in Section 4.6) who will be assigned to this contract.

For each staff member, provide the following supporting documentation to verify compliance with Section 4 requirements:

- a. Professional resume.
- b. Work certificates from current and past employers verifying work experience.
- c. Academic certificates verifying required technical, professional, and non-formal qualifications for the position.
- d. Official certificates for special required aptitudes (e.g., work at heights certificate, heights coordinator certificate, etc.).

If the company intends to absorb current contract staff, it is solely responsible for verifying their background and qualifications. If this is the case, the intention must be explicitly stated as part of the declaration required in Section 19.3. Contractors may not present staff

currently employed by another company. The process for staff changes and absorption must be included in the Transition Plan required in Section 10.

#### 1.1. FINANCIAL CAPABILITY DECLARATION

Submit a declaration confirming the company's financial capability to perform the contract. This declaration must clearly state the following ratios:

- a.  $\text{Liquidity Ratio} = \text{Current Assets} / \text{Current Liabilities}$
- b.  $\text{Debt Ratio} = \text{Total Liabilities} / \text{Total Assets}$
- c.  $\text{Equity Ratio} = \text{Net Equity} / \text{Total Assets}$

This declaration must be printed on the company's official letterhead and signed by the legal representative.

In addition, there must be recent financial statements attached or a letter from a financial institution demonstrating the company's ability to fulfil the contract.

## ATTACHMENT 1

### SAFETY REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS V6.0

(See attached)



## Safety Requirements for Contractors & Subcontractors

1.1.1

### SAFETY, HEALTH, & ENVIRONMENTAL MANAGEMENT PROGRAM

The purpose of this document is to ensure compliance with current safety regulations as well as the health and safety of personnel avoiding any damage or injury. The contractor will accept all legal requirements or regulations currently enforced that concern safety for staff and workers, as well as for the public who directly or indirectly may be affected by the work.

The Contracting Officer's Representative (COR) will ensure all the Safety Requirements are implemented before and during the project and, in case it is needed, the COR will be in contact with the Post Occupational Safety and Health Officer (POSHO) to ensure all the safety standards are followed and to share any related information if possible.

The contractor will follow the more restrictive standard between the Safety and Health Requirements Manual established by the US Army Corps of Engineers

([http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](http://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)) or the Colombian laws on industrial safety as established by the Ministry of Labour as follows:

#### 1. General Safety Requirements

- a. The contractor must demonstrate understanding of his/her responsibilities related to the safety requirements by addressing hazards in preplanning processes and meetings.
- b. Prior to starting a project, the contractor is required to review the work site and identify hazards that may occur while performing the job.
- c. The contractor is expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.
- d. The contractor is required to provide the proof of payment of local insurances (EPS, ARL) of all the employees that will be involved in the project. Likewise, the

contractor is required to provide monthly payment documents of local insurance for the length of work.

- e. The contractor will conduct a safety briefing before starting daily work.
- f. Contractor personnel who have signs of drunkenness or who are under the influence of stimulants or hallucinogens will be denied entry to the work area.
- g. The contractor shall ensure individuals working at the site are trained and aware of potential hazards. The contractor shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.
- h. The contractor must accept the safety standards set by the US Embassy.
- i. All workers will remove all chains, rings, watches and/or bracelets during the execution of work.
- j. Smoking is prohibited at the work site and will use only designated area for smokers.
- k. The contractor will report accidents to the COR who will pass the proper data to the POSHO or Safety Coordinator.

## 1.2 U.S. Embassy in Colombia

Carrera 45 # 24B- 27 - (+571) 275.2000 - Bogota D.C. – Colombia

## 2. Barricading and Warning Signs

The contractor must place provisional barricades and warning signs to maintain a safe and accessible path-of-travel for all pedestrians, including those with disabilities, in order to avoid accidents to third parties. Barricades alert others about hazards created by construction activities and should be used to control vehicular traffic around the work site as well.

Erect and maintain for the duration of the Contract proper barricades including fencing material, traffic cones, caution tape and temporary curb ramps complying with all access codes and regulations.

Ensure that no construction materials be stored and/or placed on the path-of travel. Maintain the construction barriers in a sound, neat, and clean condition.

## 3. Personal Protective Equipment (PPE) Requirements

- a. Contractor personnel must use personal protective equipment (PPE) required and in accordance with the contracted work.
- b. The contractor is required to inspect and maintain spare PPE in case of damage, deterioration, or loss of the equipment.
- c. The PPE used must meet the technical specifications required by Colombian regulation and international standards.
- d. Sharp cutting tools must be carried in Tools Carrying Cases; under no circumstances they are to be carried in uniform pockets.

- e. In those tasks where PPE certified is required, the contractor must provide the current certification.
- f. The contractor must provide records of PPE received for all the employees involved in the task.

#### 4. Safety inspections requirements

- a. All tools, equipment and/or machinery that will be used in the execution of the contracted work must be inspected by a competent person before starting the project.
- b. COR and/or Safety representatives of the US Embassy may inspect equipment, tools and/or machinery of the contractor at any time and may request to change it if deemed necessary.

#### 5. Hand and Power Tool Safety

- a. The contractor must ensure the safety of tools and equipment used by its employees.
- b. Inspected at regular intervals and maintain in good condition all tools in accordance with the manufacture's specifications.
- c. Ensure that tools are used for their intended purposes.

#### 6. Emergency Response Requirements

- a. In case of an emergency within the US Embassy facilities and/or during the execution of the contracted work, contractor personnel must follow the instructions given by the Embassy representative (escort) who is supervising the work, or security personnel.
- b. The contractor must not obstruct emergency response equipment such as first aid kits, fire extinguishers, fire cabinets, defibrillators, spill kits, stretchers, eye wash stations or safety signs.

#### 7. High Risk Work Requirements

- a. The contractor shall submit certificates of training for each person who will conduct the task. These certificates must be submitted before starting the execution of the project.
- b. The contractor shall prepare a work permit specifically for the task and must be provided to the COR before the initiation of work.
- c. The contractor must send a risk assessment of the task in a minimum period of eight working days before commencement of work. The POSHO or Safety Coordinator will review the document and make any comment it deems necessary.
- d. The execution of high-risk activities will be carried out with a minimum of two people present that may give first aid or notice in case of emergency.

#### 8. Electrical Safety

- a. The contractor shall fully comply with the local regulation and the

Embassy policies related with electrical safety work practices and work-de energized to prevent any incident that may impact the health of personnel and Embassy and residential units' electrical systems

- b. It is Department policy that energized “live” parts to which an employee may be exposed must be de- energized before the employee works on or near them. If de-energizing them introduces or increased hazards or is unfeasible, you must contact your point of contact at the Embassy to report such situation before carrying out the work.
- c. All personnel conducting electrical work shall be sufficient trained and considered as competent persons prior to performing the work.
- d. The contractor should identify any potential sources of electrical energy likely to cause death, injury, or serious physical harm.
- e. Ensure all work is performed in accordance with local regulation and U.S. standards.
- f. The contractor must provide the appropriate equipment and tools for the work in compliance with the requirements of the contract.
- g. During the execution of work on the electrical system, contractor personnel must remove conductive jewelry such as watches, rings, chains and/or bracelets.
- h. Non-conductive (fiberglass) ladders should be used for electrical work or near electrical hazards.

## 9. Fall Protection Requirements

All work performed at more than 2 meters (6.5ft) is considered work at heights based on local laws, therefore the contractor must strictly comply with local Resolution 4272/2021:

- a. All equipment to work at elevated surfaces must meet at least the ANSI Z359.1 standards or European counterparts.
- b. All contractor personnel using equipment for work at heights must follow the instructions and warnings associated with such equipment.
- c. Contractor personnel will not use as an anchor point for work, ladders, piping or pipe supports.
- d. If an anchor point does not offer the recommended resistance for fall protection (5000lbs), the contractor must provide protective equipment for heights with dampers that may decrease the impact force.
- e. Scissor scaffolds are prohibited. Only use multi directional/modular scaffolding properly certified.
- f. Use dielectric ladders to work with electricity and areas with electrical influence.
- g. It is forbidden to stand on or above the second top rung of the ladders.
- h. All personnel performing work above 5 ft (1.5mts) must use at least the following personal protection equipment: helmet (dielectric if needed), with chin strap and three support points, safety glasses that protect eyes from impacts, with UV protection; hearing protection if necessary, gloves with high resistance to abrasion, slip reinforced toe boots, work clothes

according to weather conditions and risk factors and proper fall protection systems.

- i. The contractor must submit to the COR, in a minimum period of eight working days before starting the work, the training certificates of all workers who will perform the job. The certificate must comply with the provisions of Resolution 3673/ 2008. A re-training should be provided to employees at least once a year as required by local legislation.

## 10. Scaffolding Requirements

- a. The contractor is responsible for proving safe conditions when using, erecting and breaking down scaffolding.
- b. Scaffolds should be erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
- c. Scaffolds should be erected on a rigid surface, capable of carrying the maximum intended load without settling or displacement.
- d. Ensure scaffold is equipped with standard guardrails and toe boards on all open sides and ends of platforms four to ten feet in height.
- e. Provide an access ladder or equivalent safe access.
- f. Supported scaffolds with a height to base width ratio of more than four to one (4:1) shall be restrained from tipping by guying, tying, bracing, or equivalent means.

## 11. Requirements for Chemical Substance Management

- a. If the contracted task requires the use of chemicals, the contractor must comply with the specifications required by local law or U.S standards for storage, handling and transportation.
- b. The contractor is responsible for verifying the correct handling of each product such as storage, labeling, required PPE, disposal of waste in compliance with safety and environment regulations.
- c. Contractor shall have accessible copies of Safety Data Sheets (SDS) for each chemical brought onto Post's property.
- d. Forward SDSs of hazardous materials to the COR for review.
- e. Use and store all hazardous or flammable chemicals brought on the project site in approved containers.

## 12. Requirements for Lifting loads, use of cranes or elevating work platforms

- a. The contractor must submit to the COR certificates of the equipment (issued by a certified ONAC entity) used for the work (including forklift, cranes, and elevating platforms) and required documents of the vehicles (SOAT, ownership card and mechanical inspections).
- b. The contractor shall send to the COR all the certificates (issued by a certified ONAC entity) of all the slings, chains, shackles, or other

elements used for lifting loads.

- c. The contractor shall send to the COR training certificates of all the personnel that will perform the task.
- d. The contractor shall send to the COR the Maintenance Program of the equipment and machinery that will be brought onto the compound.
- e. The contractor shall forward to the COR the loading and unloading procedure prior to the operation.
- f. The contractor must make a plan to ensure the lifting capacity of the crane or arm relative to its load.

### 13. Welding

- a. Before cutting or welding is permitted, the COR shall inspect the area for authorizing the operation to reduce the potential of an uncontrolled ignition of materials.
- b. The contractor shall obtain a hot work permit thru the COR from the POSHO or Safety Coordinator prior to the hot work activity within occupied existing facilities, 40 feet of a building or potential hazard such as a fuel storage tank, and confined spaces regardless of location.
- c. Establish work area barriers according to the job to be performed to protect also pedestrians, these barriers shall comply with OSHA standards and post's hot work policy.
- d. Suitable fire extinguishing equipment shall be maintained on site and in a state of readiness for instant use.
- e. Cutting and welding shall be performed only in areas that are or have been made fire safe. When the task cannot be relocated, the area shall be made safe by removing combustibles or protecting combustibles from ignition sources.
- f. The contractor shall ensure all welder operators and attendants exposed to the hazard use proper welding personal protection equipment.

### 14. Road Safety Requirements

- a. The vehicle must have the basic elements of emergency response. NTC 4532.
- b. Vans and trucks must have vehicle back-up alarms and back-up sensors.
- c. The contractor must submit to the COR the required documents of vehicles (SOAT, ownership card and mechanical inspections).

### 15. Requirements Confined Spaces

- a. For any work to be performed in confined spaces, you must consult with the Safety Office to identify and comply with all the mandatory requirements established by OBO/SHEM.

**16. Covid-19**

The contractor must follow the guidelines and protocols established by the Colombian Government, as well as those issued by the Centers for Disease Control and Prevention (CDC) to prevent the spread of the Covid-19 and to guarantee the health and safety of both contractor personnel and Mission personnel.

**2 Additional Notes**

The Embassy COR will work directly with the contractor ensuring all Safety Requirements are met as describe in this document and in case it is needed the COR will report to the Embassy POSHO or Safety Coordinator any deficiency found before or during the execution of the project.

In case the COR identifies unsafe acts or conditions that could significantly affect the health or safety of Embassy personnel, contractors, subcontractors, third parties or government property, the work can be stopped by the COR until the condition is fixed. If different work conditions appear during the project, the COR can indicate further safety requirements to the contractor.

The COR may share safety related information with the POSHO and Safety Coordinator to guarantee personnel safety and government property conservation.

## ATTACHMENT # 2

### GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property" for performance under the contract:

#### A. TOOLS AND EQUIPMENT

| Tool/Equipment            | Code             | Quantity |
|---------------------------|------------------|----------|
| Lawnmower Z Master        | AN1377K          | 1        |
| Husqvarna Hedge Trimmer   | AN2668M          | 1        |
| Husqvarna Hedge Trimmer   | BF1226X          | 1        |
| Husqvarna Hedge Trimmer   | BF1226W          | 1        |
| Husqvarna Brushcutter     | BA0983D          | 1        |
| Husqvarna Brushcutter     | N/A (Model 236R) | 1        |
| Husqvarna Brushcutter     | BF1226N          | 1        |
| Husqvarna Brushcutter     | BF1226P          | 1        |
| Husqvarna Blower          | AN1142Y          | 1        |
| Husqvarna Blower          | BA0983F          | 1        |
| Husqvarna Blower          | BA0987T          | 1        |
| Stihl Edger               | BF1309T          | 1        |
| Agrifab Spreader          | BF1B09U          | 1        |
| Craftsman Grinder         | AN460N           | 1        |
| Ducson Electric Generator | BF1311K          | 1        |
| Craftsman Compressor      | AN1142N          | 1        |
| Tanaka Chainsaw           | AN1142W          | 1        |
| Kawasaki Utility Car      | AN1142K          | 1        |
| Kawasaki Utility Car      | AN2612X          | 1        |
| Portable Water Tank       | N/A              | 1        |

|                     |     |   |
|---------------------|-----|---|
| Utility Car Trailer | N/A | 1 |
| Square Shovel       | N/A | 3 |
| Round Shovel        | N/A | 3 |
| Spade               | N/A | 4 |
| Large Pitchfork     | N/A | 5 |
| Mattock             | N/A | 3 |
| Pick                | N/A | 1 |
| Pickaxe             | N/A | 1 |
| Metal Rake          | N/A | 3 |
| Bar                 | N/A | 2 |
| Large Shears        | N/A | 4 |
| Hoe                 | N/A | 1 |
| Machete             | N/A | 3 |
| Hand Saw            | N/A | 2 |
| Debarker            | N/A | 1 |
| Wheelbarrow         | N/A | 3 |
| Step Ladder         | N/A | 3 |
| Sprayer             | N/A | 3 |
|                     |     |   |

#### B. ADDITIONAL ELEMENTS

- All plants, including mature plants or trees, or seedlings, including flowering plants, non- flowering plants, vegetables, and seeds, except for items provided in the standard services.
- Plant containers including flower-boxes and planters and pots of a variety of sizes.
- Irrigation system (hoses and portable sprinklers and similar equipment.
- Water and electricity in sufficient supply for the performance of work under this contract.

#### C. ASSIGNED SPACES

The Government will provide the following storage space for contractor furnished equipment, restrooms, kitchenette and greenhouse in the Embassy Compound:

- Kitchenette (plus furniture), restrooms and lockers room = 34 m<sup>2</sup>
- Greenhouse + Equipment and hand tools storage = 126 m<sup>2</sup>
- **TOTAL = 160 m<sup>2</sup> aprox.**

The contractor is responsible for maintaining the assigned spaces in a tidy, organized, clean, and good condition.

## SECTION 2 - CONTRACT CLAUSES

### 52.204-90 OFFEROR IDENTIFICATION.

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

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

(b) Unique entity identifier (UEI).

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

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

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

(1) Taxpayer identification number (TIN)

☐ TIN: \_\_\_\_\_;

- ☐ TIN has been applied for; or
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government; or
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(2) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4; or
- ☐ Other.

(3) Common parent.

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

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

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

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

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

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

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

| <b>Owner Type</b>   | <b>CAGE Code</b> | <b>Legal Business Name</b> |
|---------------------|------------------|----------------------------|
| Immediate owner     |                  |                            |
| Highest-level owner |                  |                            |
| Predecessor*        |                  |                            |

- (i) Its immediate owner(s), if any;
- (ii) Its highest-level owner, if any; and
- (iii) Any predecessor(s), or predecessor of an Offeror’s predecessor, that held a Federal contract or grant within the last three years.

\* Predecessor CAGE code may be marked “Unknown.”

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

(End of provision)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.204-91 CONTRACTOR IDENTIFICATION (OCT 2025)

52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS–REPRESENTATION (NOV 2015)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,

PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (JAN 2025)

- 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)
- 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2025)
- 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS—CERTIFICATION (NOV 2021)
- 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023) IS INCORPORATED BY REFERENCE. (NOV 2025)
- 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2025)
- 52.226-7 DRUG-FREE WORKPLACE (MAY 2024)
- 52.226-8 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
- 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUL 2025)

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

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

*United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#));

and

- (5) Any trust if-

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

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

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

(c)

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

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

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

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

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

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

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

(1) Included in the contract price; nor

(2) Reimbursed.

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

(End of clause)

52.232-11 EXTRAS (APR 1984)

52.232-17 INTEREST

|           |                                                        |
|-----------|--------------------------------------------------------|
| 52.232-24 | PROHIBITION OF ASSIGNMENT OF CLAIMS                    |
| 52.232-25 | PROMPT PAYMENT                                         |
| 52.233-3  | PROTEST AFTER AWARD (AUG 1996)                         |
| 52.233-4  | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) |
| 52.236-13 | ACCIDENT PREVENTION (NOV 1991)                         |
| 52.243-1  | CHANGES—FIXED-PRICE                                    |
| 52.246-4  | INSPECTION OF SERVICES—FIXED-PRICE (OCT 2025)          |

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

52.252-2      CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: [Acquisition.gov](http://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](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

| CLAUSE    | TITLE AND DATE                                                                 |
|-----------|--------------------------------------------------------------------------------|
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)                            |
| 52.204-9  | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)              |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (NOV 2025)                             |
| 52.222-19 | CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)               |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS (OCT 2025)                                    |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)   |
| 52.226-7  | DRUG-FREE WORKPLACE (MAY 2024)                                                 |
| 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  | WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APRIL 1984)           |

- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.229-6 FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2025)

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

52.216-18 ORDERING (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the beginning of the base period through the period of performance in accordance with the period of performance in each option year.
- (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)

52.216-19 ORDER LIMITATIONS (OCT 1995)\*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **USD\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

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

(1) Any order for a single item in excess of **USD\$15,000**

(2) Any order for a combination of items in excess of **USD\$15,000** or

(3) A series of orders from the same ordering office within **1** 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 **10 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.

\*Applies to temporary additional services.

52.216-22 INDEFINITE QUANTITY (OCT 1995)\*

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that

order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

\*Applies to temporary additional services.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

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

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

(End of clause)

52.216-4 ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL IS INCLUDED IN FULL TEXT.

ECONOMIC PRICE ADJUSTMENT-LABOR AND MATERIAL (JAN 2017)

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rates of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract.

The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in rates or unit prices other than those shown in the Schedule; or

(iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of clause)

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

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD  
ISSUANCE (FEB 2015)

(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)

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

652.215-70 EXAMINATION OF RECORDS

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

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

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

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

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

652.216-70 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*.

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

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

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

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

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) Invoice Submission. The Contractor shall submit invoices in an electronic original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e) The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.
- (c) Contractor Remittance Address. The Government will make payment to the Contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

*Invoice submission must be done through the embassy's invoice filing portal, <https://mygrants.servicenowservices.com/mygrants> . If you already have an account, you can now do the invoice data entry.*

*If you do NOT have an approved account, you must send an email to [Bogotavendorportal@state.gov](mailto:Bogotavendorportal@state.gov), requesting your account creation. Our finance section will contact you via email and send registration instructions on how to obtain your account.*

*If you would like to setup your user account in advance before submitting an invoice, please send an email to [Bogotavendorportal@state.gov](mailto:Bogotavendorportal@state.gov). Please wait until you obtain your Purchase Order or Contract from the Procurement Office before requesting an user account in advance.*

*Invoices can only be submitted through the Vendor Portal: <https://mygrants.servicenowservices.com/mygrants>*

*How can you easily file an invoice on the portal? Please see the following video.  
\*Ensure to set the CC option and then select English language.*

*[Tutorial video for invoice filling trough the vendor portal.](#) \**

*To learn about the account registration process on the portal, you can consult the following video tutorial:  
\*Please select the CC option and then select English language.*

*[Tutorial video for registration in the vendor portal](#) \**

#### ***Payment tracking***

*For bill payment status issues after 30 days of filing the bill, please contact [BogotaPS@state.gov](mailto:BogotaPS@state.gov)*

#### ***Point of Contacts***

*• For vendor portal issues, (e.g. account activation, portal questions) please email [Bogotavendorportal@state.gov](mailto:Bogotavendorportal@state.gov)*

### 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236–13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High risk activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385–1–1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236–13, Accident Prevention Alternate I (see paragraph (f) of this clause), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;

(4) Earth-moving equipment and other large vehicles;

(5) Cranes and rigging;

(6) Welding or cutting and other hot work;

(7) Partial or total demolition of a structure;

(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(10) Hazardous materials—a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(11) Hazardous noise levels as required in EM 385–1 Section 5B or local standards if more restrictive.

(b) Safety and health requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385–1–1, or OSHA 29 CFR part 1910 or 1926 if no EM 385–1–1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap reporting. The contractor is required to report immediately all mishaps to the COR and the contracting officer. A “mishap” is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)

(1) of the clause entitled “Accident Prevention Alternate I” shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385–1–1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

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

The following is the list of official paid holidays which will be observed during calendar year 2026:

| Day      | Date              | Holiday                    | Origin |
|----------|-------------------|----------------------------|--------|
| Thursday | January 1, 2026   | New Year's Day             | US, CO |
| Monday   | January 12, 2026  | Three Kings Day            | CO     |
| Monday   | January 19, 2026  | Martin Luther King Jr. Day | US     |
| Monday   | February 16, 2026 | Washington's Birthday      | US     |
| Monday   | March 23, 2026    | Saint Joseph's Day         | CO     |
| Thursday | April 2, 2026     | Maundy Thursday            | CO     |
| Friday   | April 3, 2026     | Good Friday                | CO     |
| Friday   | May 1, 2026       | Labor Day                  | CO     |

|           |                   |                                      |        |
|-----------|-------------------|--------------------------------------|--------|
| Monday    | May 25, 2026      | Memorial Day                         | US     |
| Monday    | June 8, 2026      | Corpus Christi                       | CO     |
| Friday    | June 19, 2026     | Juneteenth National Independence Day | US     |
| Friday    | July 3, 2026      | US Independence Day                  | US     |
| Monday    | July 20, 2026     | Colombian Independence Day           | CO     |
| Friday    | August 7, 2026    | Battle of Boyacá Day                 | CO     |
| Monday    | September 7, 2026 | Labor Day                            | US     |
| Monday    | October 12, 2026  | Columbus Day/Día de la Raza          | US, CO |
| Wednesday | November 11, 2026 | Veterans Day                         | US     |
| Monday    | November 16, 2026 | Cartagena Independence               | CO     |
| Thursday  | November 26, 2026 | Thanksgiving Day                     | US     |
| Tuesday   | December 8, 2026  | Immaculate Conception Day            | CO     |
| Friday    | December 25, 2026 | Christmas Day                        | US, CO |

Finally, below you will find the list of local holidays that are not observed by the Mission and will be considered as a regular workday:

| Day    | Date             | Holiday                       | Origin |
|--------|------------------|-------------------------------|--------|
| Monday | May 18, 2026     | Ascension of Jesus            | CO     |
| Monday | June 15, 2026    | Sacred Heart                  | CO     |
| Monday | June 29, 2026    | Saint Peter and Saint Paul    | CO     |
| Monday | August 17, 2026  | Assumption of the Virgin Mary | CO     |
| Monday | November 2, 2026 | All Saints' Day               | CO     |

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

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

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

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

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

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

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

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

(End of clause)

652.239-804 UNBIASED AI PRINCIPLES FOR LLMS AND MINIMUM THRESHOLD  
TRANSPARENCY PROVISION (DEVIATION) (MAR 2026)

652.239-805 MINIMUM THRESHOLD FOR ENHANCED LLM TRANSPARENCY  
PROVISION (DEVIATION) (MAR 2026)

652.239-806 LLM EXIT AND TRANSITION FOR UNBIASED AI COMPLIANCE CLAUSE  
(DEVIATION) (MAR 2026)

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 ***FAC Supervisory Manager for Landscape and Custodial Services***

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.

652.243-70 NOTICES (AUG 1999)

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

## SECTION 3 – SOLICITATION PROVISIONS

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS  
(SEP 2023) IS INCORPORATED BY REFERENCE ((NOV 2025)

### ADDENDUM TO 52.212-1

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

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

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

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

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing in ***Colombia*** or plans to establish an office within 30 days of contract award.
- (3) The offeror shall provide proof of SAM registration to include the SAM UEI number;
- (4) List of clients over the past **5 years**, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in ***Colombia*** then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

(5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.

(7) The offeror's strategic plan for **Gardening** services to include but not limited to:

(a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

(b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;

(c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://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](http://e-CFR) to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

| PROVISION | TITLE AND DATE                                                                                                                                            |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.204-7  | SYSTEM FOR AWARD MANAGEMENT (NOV 2024)                                                                                                                    |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)                                                                                                |
| 52.211-1  | AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (SEP 2023) |
| 52.212-1  | INSTRUCTIONS TO OFFERORS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023)                                                                        |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)                                                                                                   |
| 52.222-56 | CERTIFICATION REGARDING TRAFFICKING IN PERSONS (OCT 2020)                                                                                                 |
| 52.237-1  | SITE VISIT (APR 1984)                                                                                                                                     |

The site visit will be held ***October 21, 2026 at 09:00am at The US Embassy Bogota.*** Prospective offerors/quoters should contact ***before October 15, 2026 at 11:00am at the following email*** [\*\*\*bogotagsocompras@state.gov\*\*\*](mailto:bogotagsocompras@state.gov) for additional information or to arrange entry to the building.

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

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

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

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

(2) For all others, the Department of State Advocate for Competition at [cat@state.gov](mailto: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, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Global Acquisitions (A/GA), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

## SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

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

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

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

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

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

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

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

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

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.

## SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

- 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN (JUN 2020)
- 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS.

As prescribed in 40.205(a), insert the following provision:

Security Prohibitions and Exclusions Representations and Certifications (Deviation Date)

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

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

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

*Marginalized populations of Sudan* means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
  - (2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
  - (3) Consist of providing goods or services to marginalized populations of Sudan;
  - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
  - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

*Sensitive technology—*

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (3) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*(b) Procedures.*

- (1) *Covered telecommunications and video surveillance.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”
- (2) *FASCSA Orders.*
  - (i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.
  - (ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).
  - (iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

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

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

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

*(e) Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to

include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

*(f) Iran Representation and Certifications.*

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

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

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

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

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

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

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

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

*(g) Disclosure.*

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

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

As prescribed in 40.205(b), insert the following clause:

## SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025)

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

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

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

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

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

- (1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

- (1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

- (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
  - (i) Of that equipment; or
  - (ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

- (2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
- (3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;
- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUL 2025)

(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](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

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

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

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

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

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

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

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

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

(End of provision)

52.229-12, Tax on Certain Foreign Procurements (Jul 2025).

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

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

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

(a) Definitions. As used in this provision:

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

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

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

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

ADDENDUM TO SOLICITATION PROVISIONS

FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at [Acquisition.gov](http://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](http://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.