SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 – SERVICES

The Contractor shall provide all materials, equipment, labor, design, and construction services necessary to complete the Kolonia New Warehouse Project at the United States Embassy Kolonia, Pohnpei, Federated States of Micronesia. The project involves the design and construction of a new prefabricated warehouse facility on the Embassy compound, including all associated site work, utilities, technical security systems infrastructure, and related improvements, in accordance with the Statement of Work, drawings, specifications, and all other documents incorporated into this purchase order.

The Contractor is to perform services in accordance with the terms and conditions of this solicitation and the resulting purchase order, and in strict conformance with the purchase order clauses and any special conditions contained herein.

B.2 – TYPE OF PURCHASE ORDER

This is a firm fixed-price purchase order payable entirely in the currency indicated by the Contractor in Subsection B.3.1. No additional sums will be payable on account of any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required by this purchase order.

Nor will the purchase order price be adjusted on account of fluctuations in the currency exchange rates. Changes in the purchase order price or time to complete will be made only due to changes made by the Government in the work to be performed, or by delays caused by the Government (see Subsection F.8, Excusable Delays), as determined and approved by the Contracting Officer.

B.3 – PURCHASE ORDER PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this purchase order for the following firm-fixed price and within the time specified herein. This price shall include all labor,

services, materials, equipment, overhead, costs for insurance (other than DBA insurance), costs of obtaining Irrevocable Letters of Credit (ILCs) or bonds, profit, travel costs, and any other costs required to perform and complete all design and construction services, in accordance with the Statement of Work, drawings, specifications, and all other purchase order terms and conditions stated within the purchase order.

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

A Cost Pricing Format is provided in Excel format under Section J, Attachment J.3.6. The Contractor shall complete the attachment and adjust it as necessary to ensure that the total amount matches that of the total firm-fixed-price quotation in the Quoter's price quotation in Subsection B.3.1.

The purchase order resulting from this solicitation shall be a firm-fixed-price purchase order and not a Bill of Quantities (BOQ) type purchase order providing for unit pricing of items and payment based on quantity surveys. The total price will therefore not be adjusted upwards or downwards to reflect work performed as determined by quantity surveys performed.

It is a requirement for the Quoter to provide a breakdown of its price quotation by completing Attachment J.3.6 – Cost Pricing Format. The Cost Pricing Format is provided for reference purposes only. The Contractor is required to verify the quantities and dimensions based on the drawings and specifications provided or developed under this purchase order. The purchase order price will not be adjusted due to increased quantities that may be required during performance of the purchase order, unless the changes are made by the Government.

B.3.1 Design and Construction Phase Requirements

CLIN 0001 – Design and Construction Services (Base Scope) Prices stated shall include any and all costs for labor, materials, equipment, services, professional design services, project management, construction management and services, general liability insurance, Defense Base Act (DBA) insurance, bonds or irrevocable letters of credit, overhead, other indirect costs, profit, and all other expenses necessary to deliver a complete, fully functional, commissioned, and accepted Kolonia New Warehouse facility in accordance with the Statement of

Work, drawings, specifications, and all other purchase order terms and conditions. This CLIN encompasses the full scope of design and construction services required to deliver the project from design inception through final acceptance, including but not limited to: design services, permitting, site work, construction, technical security system infrastructure, commissioning, training, closeout, and all incidental work necessary for a complete project.

The Quoter shall insert the prices, and the currency in which the quotation is made, below:

CLIN	**Description**	**Price**
0001	Design and Construction Services – Complete Kolonia New Warehouse Project (includes all professional services, design, overheads, labor, materials, equipment, services, cost of general liability insurance, cost of obtaining ILCs or bonds, cost of Defense Base Act (DBA) insurance, and profit to perform and complete all works in accordance with the Statement of Work and all other purchase order terms and conditions)	
Total Firm-Fixed Price (CLIN 0001):		

Quotation/Award Currency: _____

B.4 – OUTPUT TAX (VALUE ADDED TAX/GST) – FEDERATES STATES OF MICRONESIA

The Government has determined that, under the laws of the Federated States of Micronesia applicable to this acquisition, no value-added tax (VAT), goods and services tax (GST), or similar transaction tax is imposed on the provision of the construction services required under this contract.

Accordingly, offerors shall not include or separately assess any VAT, GST, or similar **output** transaction tax in their offered prices.

Nothing in this provision relieves the contractor of its responsibility to comply with applicable tax laws of the Federated States of Micronesia. Any taxes, fees, or similar charges imposed on the contractor in connection with its business operations or performance of this contract, including any obligations related to tax reporting, filing, or recovery of such amounts from the appropriate authorities in the Federated States of Micronesia, are the sole responsibility of the contractor and shall not be separately charged to the Government.

B.5 – DEFENSE BASE ACT (DBA) INSURANCE

B.5.1 DBA insurance is required for **all** employees performing work under this purchase order, without exception. The Federated States of Micronesia is **not** on the U.S. Department of Labor (DOL) Active DBA Waiver List. Accordingly, DBA insurance is required for:

- All United States citizens or residents;
- All individuals hired in the United States, regardless of citizenship;
- All Host Country Nationals (HCNs); and
- All Third Country Nationals (TCNs).

No waiver of DBA insurance requirements applies to this purchase order. All employees at all tiers — including subcontractors — performing work on this purchase order must be covered by DBA insurance for the duration of performance.

B.5.2 DBA insurance may be obtained from any authorized DBA insurance broker. See the clause at FAR 52.228-3, Worker's Compensation Insurance (Defense Base Act), in Section I for more details. New DBA insurance policies can be purchased directly from any DOL-approved insurance carrier. A list of DOL-approved carriers may be found at https://www.dol.gov/owcp/dlhwc/lscarrier.htm.

B.5.3 The Contractor will be reimbursed for DBA only to the extent it provides documentary proof that it has paid the insurance broker for the DBA insurance and only to the extent quoted in Attachment J.3.6 under Indirect Costs.

B.5.4 DBA insurance cost will be evaluated as part of the total evaluated firm-fixed purchase order price and included in the fixed price of the purchase order. The Contractor will be required to provide evidence of insurance (certification of coverage and a paid invoice) within 30 calendar days from the date of award.

B.5.5 The Contractor shall ensure that all subcontractors at every tier maintain DBA insurance coverage for their employees performing work under this purchase order. The Contractor shall obtain and maintain documentation of DBA coverage for all subcontractor employees and shall make such documentation available to the Contracting Officer upon request.

B.6 – QUOTATION AND PAYMENT CURRENCY

The Quoter shall clearly identify and state the currency for all costs in its price quotation (see Subsection B.3.1). After award, the Contractor shall invoice in and payment will be made according to the currency identified in its quotation, unless otherwise specified by the Contracting Officer.

B.7 – COST OF MATERIALS / EQUIPMENT

The cost of any materials or equipment required in conjunction with the services rendered herein shall be included in the proposed firm-fixed price under CLIN 0001.

B.8 – TERM OF PURCHASE ORDER

This purchase order shall be effective from the date of the Contracting Officer's signature and shall remain valid until all work is completed and accepted and until the warranty period has expired.

B.9 – JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE

Unless a waiver or exception applies, payments subsequent to this procurement are subject to an excise tax of 2% pursuant to 26 U.S.C. 5000C.

B.10 – DEFINITIONS

In this purchase order, the terms Contractor, Design-Build Contractor, Architect, Architect/Engineer (A/E) or General Contractor are used interchangeably, unless the context indicates otherwise. Each term shall mean the Contractor identified in the resulting purchase order.

B.11 – ABBREVIATIONS

Abbreviation	Meaning
CLIN	Contract Line Item Number
CO	Contracting Officer
COR	Contracting Officer's Representative
DBA	Defense Base Act
DOSAR	Department of State Acquisition Regulation
FAR	Federal Acquisition Regulation
FSM	Federated States of Micronesia
GST	Goods and Services Tax
HCN	Host Country National
IBR	Incorporated by Reference

Abbreviation	Meaning
ILC	Irrevocable Letter of Credit
LNTP	Limited Notice to Proceed
NTP	Notice to Proceed
OBO	Bureau of Overseas Buildings Operations
QTY	Quantity
SoW	Statement of Work
TCN	Third Country National
VAT	Value Added Tax

SECTION C – DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK

The Statement of Work (SOW), identified as **Attachment J.3.7**, is hereby incorporated into and made a part of this Section C by reference as though set forth herein in its entirety. For purposes of contract interpretation, administration, and the order of precedence established by this purchase order, the SOW shall be considered part of Section C of the Schedule notwithstanding its physical placement in Section J as an attachment for administrative convenience.

SECTION D – PACKAGING AND MARKING

D.1 – DUTY-FREE CLEARANCE

In accordance with procedures described in Subsection H.16, if applicable, duty-free clearance shall include all imported materials, equipment and personnel, all shipping containers or otherwise, and shall be labeled as follows:

ATTN: Customs & Shipping (Purchase Order No. [TO BE COMPLETED BY CONTRACTOR])

Items shall be marked as **"Diplomatic Cargo."**

D.1.1 Material Shipping/Customs Clearance

Materials for the Kolonia New Warehouse Project shall be shipped to:

U.S. Embassy Kolonia
C/O: GSO
1286 U.S. Embassy Kolonia
Pohnpei FM 96941

D.1.2 Free Entry of Goods

To obtain free entry for the goods, the Contractor shall provide the Embassy's shipping section with the following documentation **10 calendar days prior to the arrival of goods:**

- Copy of Bill of Lading
- Invoice
- Packing List

The Contractor shall provide an Advance Notice to the U.S. Embassy shipping office at least seven (7) calendar days before any shipment is to be made. The shipping office Points of Contact (POCs) are: (**To be provided at award**)

D.1.3 Customs Clearance and Delivery

The Contractor should estimate a minimum of seven (7) business days for customs clearances and delivery. Should the Contractor fail to provide any required paperwork for the customs clearance process to the U.S. Embassy shipping office, and the customs clearance procedure is delayed, the Contractor shall be required to pay any additional costs incurred (storage fees).

D.2 – PACKAGING REQUIREMENTS FOR MAIL AND COURIER SHIPMENT OF DOCUMENTS AND DRAWINGS

Separate packaging of electronic media and hardcopy material

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

Double wrapping and addressing of packages

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

Packaging heavy materials in appropriate containers

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

D.3 – SAFEGUARDING AND RELEASE OF SENSITIVE BUT UNCLASSIFIED INFORMATION

D.3.1 The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this purchase order which has not been made public, except to the extent necessary to perform their required duties in the performance of the purchase order requirements or as provided by written authorization of the

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

D.3.2 The Contractor shall notify the Contracting Officer if any legal dispute arises between the Contractor and any subcontractor or vendor pertaining to performance on this purchase order which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas.

SECTION E – INSPECTION AND ACCEPTANCE

52.246-12 – Inspection of Construction (Aug 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not—

1. Relieve the Contractor of responsibility for providing adequate quality control measures;

2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
3. Constitute or imply acceptance; or
4. Affect the continuing rights of the Government after acceptance of the completed work.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may—

1. By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
2. Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government’s rights under any warranty or guarantee.

(End of clause)

E.1 – INSPECTION OF CONSTRUCTION

The Contractor is required to maintain an adequate inspection system that ensures all purchase order obligations are met under the terms and conditions of the purchase order. The Contractor must maintain inspection records and make them readily available to the Government upon request of the Contracting Officer or the Contracting Officer's Representative (COR), in accordance with FAR 52.246-12.

E.2 – SUBSTANTIAL COMPLETION

E.2.1 Substantial Completion: The stage in the progress of the work as determined and certified by the Contracting Officer or COR in writing to the Contractor, on which the work or a portion thereof designated by the Government is sufficiently complete and satisfactory, in accordance with the requirements of the Purchase Order Documents, that it may be occupied or utilized for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which: (1) do not interfere with the intended occupancy or utilization of the work, and; (2) can be completed or corrected within the time period required for final completion.

E.2.2 Date of Substantial Completion Inspection: The date determined by the Contracting Officer or COR of which substantial completion of the work has been achieved.

E.2.3 Request for Substantial Completion Inspection: The Contractor shall give the COR at least 15 days advance written notice of the date the work will be substantially completed and ready for inspection and tests.

E.2.4 Use and Possession upon Substantial Completion: The Government shall have the right to take possession of and use the work upon substantial completion thereof. Upon notice by the Contractor that the work is substantially complete and verification thereof on the basis of an inspection by the COR and any required tests, the COR shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects.

E.3 – FINAL COMPLETION AND ACCEPTANCE

E.3.1 Definitions: (a) "Final completion and acceptance" means the stage in the progress of the work as determined by the COR and confirmed in writing to the Contractor, on which all work required under the purchase order has been completed in a satisfactory manner.

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

E.3.2 Request for Final Inspection and Tests: The Contractor shall give the COR at least 15 days advance written notice of the date the work will be fully completed and ready for final inspection and tests.

E.3.3 Final Acceptance: Upon (a) satisfactory completion of all required tests, (b) verification by the COR on the basis of a final inspection that all items listed in the Schedule of Defects have been completed or corrected and that the work is finally complete, and (c) submittal by the Contractor of all documents including contractor close-out documents, and other items required upon completion of the work, including a final request for payment, the COR shall issue to the Contractor a notice of final acceptance and process final payment as required by the purchase order.

E.4 – USE OF EQUIPMENT BY THE GOVERNMENT

E.4.1 Right to Use: The Government may take over and operate, with Government employees, such equipment as is necessary for heating or cooling such areas of the building as require the service, and other equipment such as elevators, electrical, plumbing and mechanical systems, as soon as the installation is sufficiently complete to permit operation.

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

E.5 – QUALITY CONTROL AND QUALITY ASSURANCE

E.5.1 Design Quality Control and Design Quality Assurance

E.5.1.1 Introduction: A principal factor of performance on a project is the Contractor's control of the quality of design services. The Contractor shall establish and maintain a project-specific Quality Management Program (QMP) which defines and implements a quality system.

E.5.1.2 Quality Management Program: The Contractor's QMP shall be COR-approved to provide employees, consultants, and/or joint-venture partners with established, uniform procedures for production of project data and documents throughout the design process.

E.5.1.3 Audits After Award: The Government may perform audits of the Contractor's QMP to periodically assess conformance with the QMP.

E.5.1.4 Agreement on Quality Assurance: The Contractor shall develop a clear understanding with all consultants on quality assurance matters.

E.5.1.5 QMP Submittal Requirements: The QMP shall be structured and developed to include the following minimum requirements:

- **E.5.1.5.1** Preliminary Quality Management Program: Quoters shall provide a Preliminary QMP and a detailed organizational chart as part of their quotation. The Contractor shall define and submit a QMP organizational structure within 21 calendar days of award.
- **E.5.1.5.2** Quality Policy.
- **E.5.1.5.3** Study and Design Input.
- **E.5.1.5.4** Building Standards.
- **E.5.1.5.5** Other Procedures.
- **E.5.1.5.6** Security and Communications Interface.
- **E.5.1.5.7** Checking, Coordinating, and Integrating Drawings.
- **E.5.1.5.8** Document Control.

- **E.5.1.5.9** Verification.
- **E.5.1.5.10** Corrective Action.
- **E.5.1.5.11** QMP Reporting.
- **E.5.1.5.12** Administration.

E.5.2 Construction Quality Assurance and Quality Control

E.5.2.1 The Contractor shall institute an appropriate inspection system including checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the purchase order requirements. Copies of the weekly inspection reports shall be provided to the COR seven (7) days after end of weekly period.

E.5.2.2 Any shortcomings and/or substandard conditions noted in such inspections shall be promptly corrected and improved.

E.5.2.3 Monthly Progress Report. The Contractor shall render a monthly progress report with pictures (significant items), summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this purchase order. This monthly report shall be submitted to the COR, together with the Contractor's monthly invoice.

E.5.2.4 Inspection by Government. The services being performed hereunder and the supplies furnished will be inspected from time to time by the COR, or his/her authorized representatives.

E.5.2.5 The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this purchase order, which may be required by the Contracting Officer as a result of such inspection.

E.6 – DESIGN DOCUMENT REVIEW

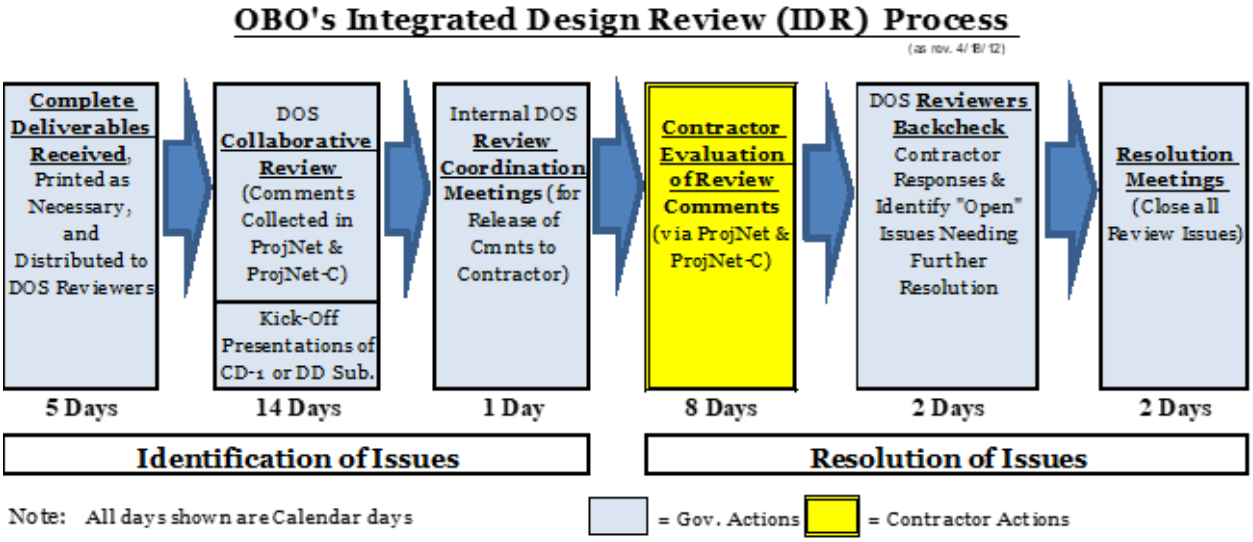
E.6.1 Integrated Design Review (IDR): As part of the mission of OBO to manage development of overseas building projects, reviews of design submittals ensure

that the Contractor designs the project to meet the criteria stated within this contract. The focus of OBO's reviews is in three major areas: contract requirements, quality of documentation, and compliance with DOS' Security Classification Guides for Design and Construction of Overseas Facilities in Attachments J.1.1a, J.1.1b, and J.1.1c. The purpose of each IDR is to promptly identify significant design issues, followed by their timely resolution. Reviews utilize the "Document Review and Checking" software (DrChecks), which is part of OBO's ProjNet Applications. The Contractor shall use DrChecks during project reviews. See Subsection E.7, "Project Communications" for more information regarding this technology and training on it and the IDR that will be provided by OBO. Software program management and user support is provided through OBO/CORCS/DE. Refer to Subsection F.2 for quantities of submittals required.

E.6.2: General Review Procedures

E.6.2.1: General: The Integrated Design Review (IDR) process consists of two distinct efforts, an endeavor to identify key design issues, and the activity of resolving those issues as an integrated team. The test of a successful review is in its ability to identify critical issues and to bring those issues to successful conclusion in the design. The time to bring issues to final resolution becomes crucial as it affects the cost and delivery of every project. It should be the focus of every team member to reach resolution in as expedient a manner as possible. The project will have 2 formal IDR's. An IDR will be held at both Construction Document Phases; CD-1 and CD-2. The IDR involves six primary steps: 1) Review Kick Off Meeting; 2) Collaborative Review (Review Comments Collected in Database); 3) Technical Coordination and Review Coordination Meeting; 4) Contractor's Response; 5) Reviewer Backcheck; and 6) Resolution Meeting. It is the role of the Contractor to ensure that their overall schedule is integrated to accommodate the time required for the IDRs. It is the role of the ACOR or the COR to assure that these procedures are scheduled and implemented on the Project.

Sample OBO Integration Design Review chart:



E.6.2.2 Review Kick Off Meeting: Following the delivery and distribution of contract deliverables (generally 5 calendar days), the OBO design team lead by the COR/ACOR will conduct a kickoff meeting with the intent of validating the completeness of the design submittal and reviewing current contract requirements and outstanding design issues. At a minimum this meeting will review the following:

A. The completeness of the contract deliverable, identifying any missing or incomplete submittal requirements, and their impact on the review.

B. Acceptability (preliminary) of document against the Security Classification Guide.

C. Appraise the team of the design review schedule.

D. Review outstanding changes or contract modifications that might impact the review.

E. Review discipline assignments in the review.

F. Review previous comments and their incorporation.

G. Identify design review conventions and working process.

Failure by the Contractor to comply with the contract may be grounds for rejection. Failure of the USG to identify non-compliant items does not relieve the Contractor of his duty to comply with the contract requirements.

E.6.2.3 Collaborative Review (Review Comments Collected in Database): OBO reviewers are responsible to review the design within the confines of their technical expertise. As a compliance review, comments will focus primarily on technical requirements as derived from a requirement, quality and security classification review. Additionally, reviewers will assess the overall level of submittal quality. Reviewers will be utilizing DrChecks and are asked to reference each of their comments to the contract.

E.6.2.4 Technical Coordination and Review Coordination Meeting: Scheduled by the ACOR and facilitated by OBO's Technical Team Leader, a thorough review of design comments is conducted with the purpose of screening out and editing review comments. It is the goal of this coordination to delete and edit those comments that lack technical merit, or that place a new requirement on the contractor and his design. Previous experience demonstrates that this phase of the review can result in a significant reduction in the number of comments and will provide clarification to relevant design issues. Prior to this meeting, each technical expert is expected to thoroughly review all comments within their discipline. The purpose of the Review Coordination Meeting is to coordinate (editing or deleting) any conflicting, non-substantive, duplicative, or out of scope design issues, and bring resolution to those issues within the Government's review team.

E.6.2.5 Contractor Evaluation and Response to Review Comments: With the completion of the Government's technical coordination, the design review is opened to the Contractor for technical feedback. The Contractor is required to review and respond to each technical issue. DrChecks provides a structured methodology allowing the Contractor to provide his concurrence or non-concurrence to any issue. Additionally, each review comment can be tagged to its

potential impact on cost, scope, or schedule. The Contractor is expected to respond to any non-concurred comment with a thorough explanation and justification.

E.6.2.6 Reviewer Backcheck: With the Contractor's completion of the comment responses, the originating reviewer back checks the Contractor's responses. The originating reviewer is responsible in his back check to "Close" issues in Dr Checks that are responded to satisfactorily by the Contractor; i.e., if the reviewer agrees with the response of the Contractor, the comment will be closed. Issues that remain "Open" are to be accompanied with a technical discussion of the issue justifying the reviewer's technical position. "Open" comments shall reflect only those design issues where the Government and the Contractor differ substantially in their interpretation of a technical design requirement or its implementation. Issues that are designated as "Open" should be followed up as a technical discussion with technical counterparts as long as the issue remains technical rather than contractual.

E.6.2.7 Resolution Meeting: Run by the ACOR, with support by the Technical Team Leader and team, a review of all "Open" design issues is conducted in a meeting of key stakeholders and decision makers held at OBO. An issue-by-issue evaluation is conducted, and resolution is reached between the government and the Contractor on all outstanding review items. All "Open" items will be "Closed" with an agreed upon resolution or action. Following the conclusion of the meeting, all parties will commit to their acceptance of the decisions by signing a "resolution report" that details the decision.

E.6.3 Construction Document IDRs: These IDRs will follow the generic IDR process described in E.6.2. The CD-1 IDR will integrate the review of the CD-1 submittal along with a presentation to the post. It includes a formal presentation of the CD-1 submittal by the contractor as part of the kick-off meeting. Due to the complex coordination that will be required by OBO to kick off and execute this IDR, the Contractor will need to carefully schedule and coordinate the CD-1 deliverables well in advance

E.6.4 CD Backcheck: OBO will review this Construction Document submittal as backcheck documents to validate that previous comments are resolved. OBO will provide discussion of any unresolved comments via DrChecks. Those issues will be presented to the Contractor 20 days following receipt of the CD backcheck documents. The Contractor shall respond to all Government comments in ProjNet resulting from the Government review of the CD backcheck submittal. While there is not normally a requirement for a resolution meeting for this backcheck, if there are substantial outstanding issues, the Government reserves the right to request a resolution meeting.

E.6.5 Interim Review: An "Interim Review" is intended to provide the Contractor with a "compliance" review with the sole purpose of reducing Contractor's risk when fast-tracking construction. "Interim Reviews" are not intended to supersede or substitute for the required design review process or stages of review imposed in E.6.1 Integrated Design Review or E.6.2 General Review Procedures.

E.7 ProjNet PROJECT COMMUNICATIONS

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

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

are available to support the contract. While there are additional applications being developed, current and active applications are described below.

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

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

E.7.3 Sensitivity of Data Processed: ProjNet will support Sensitive But Unclassified (SBU) data only. It is the responsibility of all ProjNet users to understand the Department of State's classification guidelines, and to limit the distribution of data on the ProjNet site to unclassified and SBU information only. All movement of electronic project files across the web will be limited to this site to protect data from interception. The Department of State, Bureau of Diplomatic Security, will have complete access to all ProjNet data and logs with the purpose of policing classification guidelines. The hosting web site and equipment supporting ProjNet are USG owned, and all data passing across the website shall be construed as the property of the U.S. USG, subject to enforcement of its classification**.** guidelines.

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

E.7.4.1 USG's Role: The USG will support the use of SSL technology to all Contractors and their Sub-Contractors. The USG will assist users with login, program usage support, and management of

server hardware and software. Training is via teleconference or using a web-based training module if approved by one of OBO's ProjNet Directors.

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

E.7.4.3 Contractor's Role: It will be the Contractor's responsibility to send the COR a complete list of all required users for the system from each company, including subcontractors required for the project. The USG will provide the contractor with a registration form requiring the name, telephone number, email address, and verification of US Citizenship for each ProjNet user. For requests involving NON-US Citizens, the contractor must also provide country of citizenship, passport number, passport issue place and date, passport expiration, birthplace, birth name and other names used, and name in the local language

characters for each user. It will be the responsibility of the Contractor's Facility Security Officer or Project Manager or Document Security manager to monitor and ensure their personnel are following the Business Rules associated with ProjNet (See Subsection E.7.5).

E.7.5 <u>Business Rules</u>:

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

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

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

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

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

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

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

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

E.8 KAHUA PROJECT COMMUNICATIONS

The U.S. Government, through the Bureau of Overseas Buildings Operations (OBO), is developing a new project communication and submittals system. OBO may decide later to transition to the Kahua Project Communications platform. If this occurs, the contractor will be provided with instructions on how to obtain access to Kahua.

E.9 FAN SYSTEM

The FAN system is authorized for processing unclassified and Sensitive But Unclassified (SBU) Information. The Government may provide documents to quoters via FAN during the solicitation process and/or contract administration stage. This platform is not for quoters' submission of questions or documents during the solicitation process or contractor's submission of documents and other communications to the Government. The quoter/contractor shall not submit any documents or communications through FAN. The following are the types of unclassified information that may be processed on FAN:

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

SECTION F – DELIVERIES OR PERFORMANCE

Clause	Title
52.242-14	Suspension of Work (Apr 1984)
52.242-15	Stop-Work Order (Aug 1989)

F.1 – DELIVERIES OR PERFORMANCE

F.1.1 Performance of Work

(a) The total performance period for this project is 545 calendar days; 180 calendar days for design, and 365 calendar days for construction. The time stated for design is exclusive of Government review time. The time stated for construction includes the time for final cleanup of the premises, completion of punch-list items and all other items specified in the purchase order.

(b) As soon as possible, but not later than 21 calendar days after award, the Contractor shall schedule a 'kick-off meeting' with the COR.

(c) Design portion of the purchase order. The Contractor shall be required to (a) commence design work under this purchase order immediately after the date the Contractor receives the "Design Notice to Proceed (DNTP)," (b) prosecute all design work diligently, and (c) provide to the Government all design and construction documents at the final completion stage within the number of calendar days specified after receipt of the DNTP.

F.1.2 Project Phasing/Milestones

See Subsection C.2.

F.1.3 Liquidated Damages

F.1.3.1 FAR 52.211-12 Liquidated Damages – Construction (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of USD 128.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed.

F.2 – DELIVERABLES/DELIVERY SCHEDULE

Reference	Item Description	Quantity	Submission Date	Deliver To
H.1.1/H.1.2	Irrevocable Letters of Credit or bonds	Originals	Within 30 calendar days after award	CO
H.2	General Liability Insurance	Originals	Within 30 calendar days after award	CO
B.5	Defense Base Act Insurance (all employees)	Originals	Within 30 calendar days after award	CO
H.14.5 and H.25	Housing and Recruitment Plan (if applicable)	One each	As changes occur	CO/COR
Section I FAR 52.222-50(h)(4)(ii)	Trafficking in Persons (TIP) Compliance Plan	One	30 days after award	CO
Section I FAR 52.222-50(h)(5)	TIP Compliance Plan Certification	One	Annually after award	CO
E.5.1.5.1	Quality Management Program	Two	Design: 21 calendar days after award; Construction: with 100% design/construction documents	COR
F.4	Construction Schedule	One	With 100% Design/Construction Documents	COR

Reference	Item Description	Quantity	Submission Date	Deliver To
H.12	Safety Plan	One	With 100% Design/Construction Documents	COR
H.14.4	Site Personnel/Site Access	One	Contractor Personnel: 30 days prior to onsite activities; Local Contractors/Vendors: 7 days in advance	COR
E.5.2.1	Inspection Reports	One	Weekly after Construction NTP	COR
G.4	Payment Request	Two	Design Phase: per COR-approved design submittal; Construction Phase: not more than once monthly	COR / Copy to CO
E.5.2.3	Monthly Progress Report	One	Last calendar day of each month with monthly invoice	COR
F.4	Updated Construction Schedule	One	With each payment request	COR
E.2.2	Request for Substantial Completion	One	15 calendar days before proposed inspection	COR
E.3.3	Request for Final Acceptance	One	15 calendar days before proposed final acceptance	COR

Reference	Item Description	Quantity	Submission Date	Deliver To
H.4.4 & H.17.2	As-Built Drawings and Warranties	One	Within 15 days of final completion but before final acceptance & final payment	COR
G.4.2(c)	Final Payment Release Statement and Purchase Order Close-Out Documents	One	With final invoice	COR and CO

F.3 – DISTRIBUTION AND DELIVERY ADDRESSES FOR CERTAIN DELIVERABLE ITEMS

OBO submittals shall be made in accordance with Section C, Statement of Work, and uploaded to ProjNet/Kahua as applicable.

F.4 – CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts," paragraph (a), is hereby modified to reflect that the submission shall be with the IFC documents.

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

(c) The Contractor shall revise such schedules: (1) to account for the actual progress of the work; (2) to reflect approved adjustments in the performance schedule; and (3) as required by the COR to achieve coordination with work by the Government and any separate contractors employed by the Government.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder.

F.5 – MONTHLY PROGRESS REPORT

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

F.6 – ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written purchase order modification signed by the Contracting Officer.

F.7 – NOTICE OF DELAY

(a) In the event the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule. Such notice shall be given promptly and not more than ten (10) days following the first occurrence of the event giving rise to the delay or prospective delay.

(b) Should the Contractor seek to claim a delay for which no time impact analysis was performed prior to the occurrence of a delay, the Contractor shall submit a

written time impact analysis, including a narrative and fragmentary CPM Network (Schedule Fragnet) demonstrating the actual effect of the delay.

F.8 – EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.212-4(f). When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;
(2) Remedy the delay as quickly as possible; and
(3) Notify the Contracting Officer when the occurrence is over.

F.9 – NOTICE TO PROCEED

(a) Within 30 calendar days after award of the purchase order and upon receipt from the Contractor of the Letters of Credit (ILC) or bonds, evidence of insurance (including DBA insurance) within the time specified in Section H of this purchase order and acceptance of these documents, the Contracting Officer will provide to the Contractor a Design Notice to Proceed (DNTP) for the design effort.

(b) Upon receipt and following the Government's approval of the design documents and upon request by the COR, the Contracting Officer may provide to the Contractor a "Limited Notice to Proceed (LNTP)" for the procurement and delivery of the long-lead items, materials and equipment effort prior to the Construction Notice to Proceed (CNTP).

(c) Upon delivery of the long-lead equipment and materials at Post, the Contracting Officer will provide to the Contractor the Construction Notice to Proceed (CNTP) for the purchase order construction effort.

F.10 – PRE-PERFORMANCE / PRE-CONSTRUCTION CONFERENCE

A pre-performance (for the design portion of the work) and a pre-construction conference (for the construction portion of the work) may be held after award or following issuance of the Design Notice to Proceed and Construction Notice to

Proceed in order to discuss the design planning, schedule, submittals, notice to proceed, mobilization, and other important issues that affect construction progress.

F.11 – WORKING HOURS

(a) Normal working hours at the U.S. Embassy Kolonia are between 0800 and 1700 hours, Monday through Friday, excluding local and U.S. holidays, consistent with Division 01 specifications. Actual work hours shall be coordinated with the COR. The COR may, upon request and if circumstances permit, approve other hours and/or work on weekends and holidays provided that no additional costs will arise to the U.S. Government as a result thereof. A minimum of seven days advance notice of intent to request other hours shall be given to the COR.

(b) In addition to recognized local public holidays, the Department of State observes the following American holidays, and/or any other day designated by Federal law, Executive Order, or Presidential Proclamation:

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Any other day designated by Federal law, Executive Order, or Presidential Proclamation

(c) When any American holiday falls on a weekend, the preceding day or the following day is observed. Observance of such days by Government personnel shall not be cause for entitlement to additional time or money except as set forth in the purchase order.

(d) The Contractor shall also observe, independently validate, and plan the work around local national holidays during the construction period in accordance with Division 01 specifications.

SECTION G – PURCHASE ORDER ADMINISTRATION DATA

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 and position title, to take action for the Contracting Officer under this purchase order. 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 purchase order, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR is [To be advised upon award]. The COR is responsible for inspection and acceptance of services. The COR may provide technical advice, substantive guidance, inspections, invoice approval (except for the first and final invoices, which must be approved by the Contracting Officer), and other purposes as deemed necessary under the purchase order. The COR is not authorized to alter the purchase order's terms or conditions.

(End of Clause)

G.1 – AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the purchase order.

G.2 – PURCHASE ORDER ADMINISTRATION DATA

Primary Contracting Officer (CO):

Travis C. Keon (KeonTC@state.gov)

Authorized Alternate Contracting Officer:

Daniel J. Jackson (JacksonDJ@state.gov)

Purchase Order Administrator:

Kenneth G. Mamba (MambaKG@state.gov)

Designated Contracting Officer's Representative (COR):

[To be provided at Award]

RPSO Contracting Officer's and Administrators can be reached via the following addresses:

U.S. First Class Mailing:
U.S. Department of State
Regional Procurement Support Office - Frankfurt
7900 Frankfurt Place
Washington, DC 20521-7900

European mail or Courier or Hand Delivery:
U.S. Department of State
Regional Procurement Support Office - Frankfurt
Giessener Strasse 30
Frankfurt, D-60435, DE

G.3 – SUPERINTENDENCE BY THE CONTRACTOR (FAR 52.236-6 APR 1984)

At all times during performance of this purchase order and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

G.4 – PAYMENT FOR CONSTRUCTION SERVICES

G.4.1 General

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

G.4.1.1 Special Note on Currency and Payment

a. **Currency:** The Contractor shall clearly identify the currency for all costs in its price quotation. Payment will be made in the currency identified in the accepted quotation.

b. **Payee:** Only the awardee, i.e., the prime Contractor, is eligible for payment under this purchase order. Payment to a third party is not authorized.

G.4.2 Details of Payment Requests

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

U.S. Embassy Kolonia
Financial Management Office
1286 Pohnpei, FM 96941

The Contractor shall submit invoices electronically to the following address: **mnlmrssfmodl@state.gov** .

All invoices shall state the Purchase Order Number and shall be marked consecutively, for example, as "1st partial," "2nd partial," ..., "Final Invoice."

(b) Copies of electronic invoices shall be submitted to the Contracting Officer via email to the Purchase Order Administrator.

(c) As required by FAR clause 52.232-5, the Contractor shall submit an executed release of claims and all other required closeout documents, together with the final invoice. Final payment may only be made with prior approval of the Contracting Officer.

G.4.3 Payments to Subcontractors

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

Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

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

G.4.4 Evaluation by the Contracting Officer

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the COR shall make a determination as to the amount which, in his/her opinion, is then due.

G.4.5 Additional Withholding

Independently of monies retained by the Government under FAR 52.232-5, the Government may withhold from payments due the Contractor any amounts considered necessary to cover:

(a) Wages or other amounts due the Contractor's employees on this project; (b) Wages or other amounts due employees of subcontractors on this project; (c) Amounts due suppliers of materials or equipment for this project; and (d) Any other amounts for which the Contractor may be held liable under this purchase order.

G.4.6 Payment

In accordance with FAR 32.908(b)(1), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

G.5 – ADVANCE PAYMENT

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

SECTION H – SPECIAL PURCHASE ORDER REQUIREMENTS

H.1 – BOND REQUIREMENTS

H.1.1 Bonds Required

Pursuant to FAR 52.228-15, Performance and Payment Bonds – Construction, as this is an international purchase order, Irrevocable Letters of Credit (ILCs), in lieu of normal bonds, are the preferred security for this project.

The Contractor shall furnish two ILCs, or bonds, one in the amount of 20% of the purchase order price as a performance surety, and one in the amount of 20% of the purchase order price as a payment surety. The requirement for ILCs or bonds will not be waived. Samples of Payment and Performance sureties (ILCs) acceptable to the Government are shown in sample forms in Section J.

H.1.2 Time for Submission

The Contractor shall provide the Irrevocable Letters of Credit (ILCs) required by paragraph H.1.1 above within 30 calendar days after award.

H.1.3 Coverage

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

H.1.4 Duration of Coverage

The required performance and payment securities shall remain in effect in the full amount required until final acceptance of the project by the Government. After final completion and acceptance, only the performance security shall remain in effect for one year in the amount of 10% of the purchase order price.

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

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this purchase order if: (a) any surety or issuing financial institution becomes unacceptable to the Government; (b) any surety fails to furnish reports on its financial condition as required by the Government; (c) the purchase order price is increased so that the Letter of Credit becomes inadequate; or (d) an ILC used as security will expire before the end of the period of required security.

H.2 – INSURANCE

H.2.1 Amount of Insurance

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

1. Bodily Injury on or off the site stated in U.S. Dollars:
    - Per Occurrence: $500,000.00
    - Cumulative: $1,000,000.00

2. Property Damage on or off the site in U.S. Dollars:
    - Per Occurrence: $500,000.00
    - Cumulative: $1,000,000.00

The foregoing 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.

H.2.2 Government as Additional Insured

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

H.2.3 Insurance-Related Disputes

Failure to agree to any adjustment contemplated under this purchase order regarding insurance shall be a dispute within the meaning of the clause in Section I, 52.233-1 "Disputes."

H.2.4 Time for Submission of Evidence of Insurance

The Contractor shall provide evidence of the insurance required under this purchase order within 30 calendar days from the date of award.

H.3 – DEFINITIONS

Term	**Definition**
Drawings	Those drawings specifically listed in the executed purchase order or as later incorporated into the purchase order by purchase order modification or change order.
Day	A calendar day unless otherwise specifically indicated.
Host Country	The Federated States of Micronesia.

Term	Definition
Government Furnished Property	Property in the possession of, or directly acquired by the Government and subsequently made available to the Contractor.
Material	All materials, fixtures and other articles incorporated in, or which are intended to remain with the project.
Notice-to-Proceed	A written notice to the Contractor from the Contracting Officer authorizing the Contractor to incur obligations and proceed with the work required.
Other Submittals	Progress schedules, setting drawings, testing and inspection reports, and other information required by the purchase order to be submitted by the Contractor.
Project Data	Standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor.
Samples	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.
Schedule of Defects	List of items, prepared in connection with substantial completion, which the COR has designated as remaining to be performed, completed or corrected before the work will be accepted.
Separate Contractor	A contractor, other than the Contractor or any of its subcontractors, to whom the Government has awarded a purchase order for construction of a portion of the project.
Work	Any and all permanent construction which is intended to be incorporated into the finished project and required to be

Term	Definition
	performed or otherwise provided by the Contractor under this purchase order.

H.4 – OWNERSHIP AND USE OF DOCUMENTS

H.4.1 All designs, drawings, specifications, models, notes and other works developed in the performance of this purchase order shall become the sole property of the U.S. Government and may be used on any other design construction without additional compensation to the Contractor. The Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws.

H.4.2 Supplemental Documents

The Contracting Officer or COR may furnish from time to time such detailed drawings and other information as is considered necessary to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the purchase order documents.

H.4.3 Record Documents

The Contractor shall maintain at the project site a current marked set of purchase order drawings and specifications indicating all interpretations and clarification, purchase order modifications, change orders, or any other departure from the purchase order requirements approved by the COR.

H.4.4 "As-Built" Documents

(a) Within 30 calendar days after substantial completion of the work, but before final acceptance thereof, the Contractor shall provide complete sets of "as-built" drawings.

(b) As-built drawings shall be prepared by modifying the original CADD electronic drawing files to reflect the actual as-built condition.

H.5 – DOCUMENT SECURITY

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

(b) All documents are to be controlled and disseminated on a "need-to-know" basis only. All design and construction documents generated shall be annotated as follows:

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

(c) All documents shall be marked and handled in strict accordance with all applicable requirements and regulations.

(d) Those receiving proposed and/or actual purchase order documents shall be responsible for these materials while in their possession, or that of any of their subcontractors.

(e) The US Government shall be afforded the opportunity to review all photographs and/or negatives in advance of any public use, and reserves the right to deny such use.

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

H.6 – GOVERNING LAW

This purchase order and the interpretation thereof shall be governed by the laws of the United States of America.

H.7 – LANGUAGE PROFICIENCY

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

H.8 – LAWS AND REGULATIONS

H.8.1 Compliance Required

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the US Government.

H.8.1.1 Local Authorization

The Contractor warrants that it has obtained, or will obtain prior to commencing work, all necessary authorizations to operate and do business in the Federated States of Micronesia as required by the clause at DOSAR 652.242-73.

H.8.2 Labor, Health and Safety Laws and Customs

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

H.8.3 Subcontractors

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

H.8.4 Evidence of Compliance

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

H.9 – RESPONSIBILITY OF CONTRACTOR

H.9.1 Damage to Persons or Property

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

H.9.2 Responsibility for Work Performed

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work.

H.9.3 Utilities and Facilities

The Government will provide water, electricity, and all other utilities necessary for the construction project at a cost to the Contractor. Upon coordination with the COR, the Contractor may tie into Post's infrastructure, but this should be metered.

H.10 – CONSTRUCTION OPERATIONS

H.10.1 Operations and Storage Areas

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

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

H.10.2 Use of Premises

(a) Occupied Premises – The Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises.

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

(c) Access limited – The Contractor shall provide its employees and subcontractors with working badges to facilitate access to the construction site.

H.11 – TEMPORARY FACILITIES AND SERVICES

The Contractor will be permitted to place mobile toilets at the jobsite. Space is not available for placement of a mobile office.

H.12 – SAFETY

H.12.1 Accident Prevention - FAR 52.236-13 (DEVIATION) (JAN 2026))

(a) The Contractor shall provide and maintain work environments and procedures that—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) In addition, for contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910 ; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) (1) If the Contracting Officer becomes aware of any noncompliance with these requirements or any condition that poses a serious or imminent danger to the health

or safety of the public or Government personnel, the Contracting Officer will notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

(2) This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required.

(3) After receiving the notice, the Contractor shall immediately take corrective action.

(4) If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

(5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop-work order issued under this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in subcontracts.

(End of clause)

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

In addition to the safety/accident prevention requirements of FAR 52.236-13, 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 of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity:

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;
9. Work in confined spaces;
10. Hazardous materials; or
11. Hazardous noise levels.

(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.

(c) Mishap reporting. The Contractor is required to report immediately all mishaps to the COR and the Contracting Officer.

(d) Records. The Contractor shall maintain an accurate record on all mishaps incident to work performed under this purchase order.

(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 Site Safety and Health Plan (SSHP) shall be submitted at least 10 working days prior to commencing any activity at the site.

(End of clause)

H.13 – SUBCONTRACTORS AND SUPPLIERS

H.13.1 Claims and Encumbrances

The Contractor shall satisfy as due all lawful claims of any persons or entities employed by the Contractor, including subcontractors, material men and laborers, for all labor performed and materials furnished under this purchase order.

H.13.2 Approval of Subcontractors

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

(b) Rejection of subcontractors – The Government reserves the right to reject any or all subcontractors proposed if their participation may cause damage to the national security interests of the United States.

H.14 – CONSTRUCTION PERSONNEL

H.14.1 Key Personnel

(a) The Contractor shall assign to this purchase order the following key personnel to the identified positions/functions. Combined positions or functions on a single Key Personnel are acceptable if qualified.

Position/Function	**Name (to be completed by Quoter)**
Project Manager	
Field Superintendent for Construction	
Quality Control (QC) Manager	
Safety and Health Program Manager	
Principal Architect	
Senior Architect	

(c) The Key Personnel and other personnel required for and assigned to this project must possess qualifications for the work to which they are assigned, and must fulfill any minimum qualifications/experience specified in this purchase order and its attachments.

H.14.2 Removal of Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site. The COR may require, in writing, that the Contractor remove from the work any employee that the COR deems incompetent, careless, insubordinate or otherwise objectionable.

H.14.3 Notice to the Government of Labor Disputes

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

H.14.4 Construction Personnel/Site Access

(a)(i) Contractor Personnel and vehicles shall be subject to security screening prior to site access. Failure to provide necessary information may be considered grounds for rejection and/or re-submission of the application.

(a)(ii) The security clearance process takes two to three weeks and may require any of the following details or similar as determined by the Regional Security Officer (RSO):

1. Overseas Vetting Questionnaire v7.0 (*to be completed and signed electronically*)
2. OVQ Release of Authorization for US Citizen (1 page) – To be filled if the personnel is a US Citizen
3. Police Clearance Report
4. Passport, to include expired passports
5. Birth certificate
6. Proof of legal status - issued marriage/divorce certificate
7. National insurance number - Social Security number of equivalent
8. Any other current or previously issued official government Identification
9. Driver's license
10. Tax Identification Number (TIN) if applicable
11. Neighborhood references – landlord and neighbor preferably non-relative
12. Education – Diploma and email address of college and or Adult High School's registrar office

13. Employment – certificate of employment from previous employers
14. Social Reference – must be non-relatives of candidate and his/her spouse/girlfriend/boyfriend
15. 2x2 photo - jpeg file

(b) Once the Government has completed the security screening and approved the applicants, the Government will provide a badge to the individual(s) for access to the site.

(c) Access to the site shall be coordinated with the COR. The COR reserves the right to deny access to any person deemed to be a security risk.

Note: Government security checks may take four weeks. Delays caused by late submission of the required information shall not be considered as "excusable delays."

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

This Subsection applies only if TCNs are recruited for performance under this purchase order. The Contractor shall ensure at all times that the Contracting Officer (CO) and the COR have been furnished with the current Recruitment and/or Housing Plans, as applicable. See also Subsection H.25.

H.15 – MATERIALS AND EQUIPMENT

H.15.1 Selection and Approval of Materials

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

(b) Selection by Contractor – Where the purchase order permits the Contractor to select products, materials or equipment to be incorporated in the work, the Contractor shall furnish to the COR, for approval, the names of the manufacturer, model number, and source of procurement of each such product, material or equipment.

(c) Local Serviceability – For all major equipment, the Contractor shall only tender for incorporation into this project the equipment that is locally serviceable.

H.15.2 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor.

H.15.3 Basis of Purchase Order Price

The purchase order price is based on the use of materials, products and equipment specified in the purchase order, and substitutions, variances or "Or-Equal" items proposed by the Contractor which have been specifically approved by the Government at the time of execution of the purchase order.

H.15.4 Substitutions

(a) Prior approval required – Before substitutions may be used in the project, the Contractor must receive approval in writing from the COR.

(b) Approval through shop drawings – The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal.

(c) Final approval on delivery – Acceptance or approval of proposed substitutions under the purchase order is conditioned upon approval of items delivered at the site or approval by sample.

H.15.5 "Or-Equal Clause"

References in the specifications and drawings to materials, products or equipment by trade name, make, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

H.15.6 Use and Testing of Samples

(a) Use – Approved samples not destroyed in testing will be sent to the COR.

(b) Failure of Samples – Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this purchase order, any further samples of the same brand or make.

(c) Taking and testing of Samples of various materials or equipment delivered on the site or in place may be taken by the COR for additional testing by the Government.

(d) Cost of additional testing by the Government – Unless otherwise specified, when additional tests are made, only one test of each sample proposed for use will be made at the expense of the Government.

H.16 – IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.16.1 Shipment and Customs Clearance

Shipment and customs clearance costs are to be borne solely by the Contractor. The Contractor is solely responsible without right of reimbursement from the Government for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project.

H.16.1.1 Duty-Free Clearance

The Contractor shall follow the instructions of the purchase order as to the manner of labeling the shipping containers or otherwise processing shipments of imported materials in order to obtain, or continue to receive, duty free clearance through customs.

H.16.1.2 Customs Clearance

The Contractor shall be responsible for obtaining customs clearances. The U.S. Government shall be responsible for obtaining exemption certificates or paying customs duties not waived, for imported products, materials and equipment that are labeled and processed in accordance with the purchase order instructions.

H.16.2 Surplus Materials

Unless otherwise specified, any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government.

H.17 – SPECIAL WARRANTIES

H.17.1 Special Warranty Obligations

Any special warranties that may be required under the purchase order shall be subject to the stipulations set forth in Section I, 52.246-21, "Warranty of Construction."

H.17.2 Warranty Information

The Contractor shall obtain and furnish to the Government all information that is required in order to make any subcontractor, manufacturer, or supplier's guaranty or warranty legally binding and effective.

H.18 – EQUITABLE ADJUSTMENTS

H.18.1 Basis for Equitable Adjustment

Any circumstance for which the purchase order provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause 52.243-4 shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 days.

H.18.2 Differing Site Condition Notice

The Contractor shall provide written notice of a differing site condition within ten (10) calendar days of occurrence in accordance with FAR 52.236-2.

H.18.3 Documentation of Requests for Equitable Adjustments

The following documentation will be required by the Contractor, in order to qualify for an equitable price adjustment:

1. Itemization of requests;
2. Proposed time adjustments; and
3. Release by Contractor.

H.19 – NONCOMPLIANCE WITH PURCHASE ORDER REQUIREMENTS

In the event the Contractor, after receiving written notice from the Contracting Officer of noncompliance with any requirement of this purchase order, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to suspend any or all work under the purchase order until the Contractor has complied.

H.20 – RESERVED

H.21 – ASSIGNMENT

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

H.22 – AVAILABILITY OF FUNDS

The Government's obligation under this purchase order is contingent upon the availability of appropriated funds from which payment for purchase order purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and until the Contractor receives written notice from the Contracting Officer confirming such availability.

H.23 – ASBESTOS-CONTAINING MATERIALS RESTRICTION

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

H.24 – PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall always maintain its RFQ subcontracting arrangements (if any) throughout performance. Any changes to the arrangement must be reported to the COR for acceptance or rejection.

H.25 – 652.222-800 CONTRACTOR RECRUITMENT OF THIRD-COUNTRY NATIONALS FOR PERFORMANCE ON DEPARTMENT OF STATE PURCHASE ORDERS (MAY 2023)

1. Where purchase orders exceeding the Simplified Acquisition Threshold will require the recruitment of Third Country Nationals (TCNs), the quoter is required to submit a Recruitment Plan as part of its quotation. Quoters providing employer furnished housing are required to submit a Housing Plan. All plans are assessed on a pass/fail basis.
2. Recruitment Plans must:

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

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

c. State in the quotation that the recruited employee will not be charged recruitment fees as defined in FAR 22.1702 and FAR 52.22-50.

d. Recruitment fees included by the prime contractor in the purchase order price must be allowable by country law, allocable to the purchase order based on benefit to the program, and reasonable based on what a prudent businessperson would pay for similar expenses and charges.

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

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

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

3. The quoter will submit a Housing Plan if it intends to provide employer furnished housing for TCNs. The Housing Plan must describe the location and description of the proposed housing. Contractors must state in their quotation that housing meets host country housing and safety standards and local codes. In purchase orders without a Temporary Labor Camp standard, a minimum of 70 square feet per employee must be allocated if an employee is housed individually; if housed together, a minimum of 50 square feet per employee must be allocated unless waived by the Contracting Officer.
4. Department of State contractor and subcontractors will prevent human trafficking and treat employees with respect and dignity by taking the following actions:

a. Contractor may not destroy, conceal, confiscate, or otherwise deny access to an employee's identity documents, passports, or immigration documents.

b. Contractor shall provide employees with signed copies of their employment purchase orders in a language the worker understands.

c. Contractor shall provide all employees with the Department's "Know Your Rights" poster.

d. Contractor shall display posters in worker housing advising employees of the requirement to report violations of Trafficking in Persons. Reports can also be submitted to the Office of the Inspector General (OIG) Hotline, StateOIG.gov/Hotline at 202-647-3320 or 1-800-409-9926 or via email at WPEAombuds@stateoig.gov.

e. Contractor shall brief employees on the requirements of FAR 52.222-50 Combating Trafficking in Persons.

f. Contractor and subcontractors shall comply with sending and receiving nation laws regarding transit, entry, exit, visas, and work permits.

g. Contractor shall monitor subcontractor compliance at all tiers.

h. The contractor agrees to include FAR Clause 52.222-50 Combating Trafficking in Persons in all subcontracts over the simplified acquisition threshold involving recruitment of third country nationals.

5. For purchase orders or subcontracts with performance overseas valued at $550,000 or more, other than those commercially available off-the-shelf items, quoters will certify with the submission of their quotation and annually thereafter that the contractor and subcontractors have a compliance plan in place appropriate to the size and nature of the program to prevent human trafficking.

(End of clause)

SECTION I – CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov.

The following clauses are incorporated by reference:

Clause	**Title and Date**
FAR 52.203-6 Alt I	Restrictions on Subcontractor Sales to the Government (Jun 2020)
FAR 52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (DEVIATION) (Jan 2011)
FAR 52.204-14	Service Contract Reporting Requirements (DEVIATION) (Jan 2026)
FAR 52.204-91	Contractor Identification (Sep 2025)

Clause	Title and Date
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)
FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (DEVIATION) (Jan 2026)
FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
FAR 52.215-19	Notification of Ownership Changes (DEVIATION) (Jan 2026)
FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
FAR 52.222-50	Combating Trafficking in Persons (DEVIATION) (Jan 2026)
FAR 52.225-14	Inconsistency Between English Version and Translation of Contract (Feb 2000)
FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)
FAR 52.228-2	Additional Bond Security (Oct 1997)
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (Apr 1984)
FAR 52.228-5	Insurance-Work on a Government Installation (Jan 1997)
FAR 52.228-11	Individual Surety-Pledge of Assets (Feb 2021)
FAR 52.228-12	Prospective Subcontractor Requests for Bonds (Dec 2022)

Clause	Title and Date
FAR 52.228-14	Irrevocable Letter of Credit (Nov 2014)
FAR 52.228-15	Performance and Payment Bonds-Construction (Jun 2020)
FAR 52.229-6	Taxes-Foreign Fixed-Price Contracts (Feb 2013)
FAR 52.229-12	Tax on Certain Foreign Procurements (DEVIATION) (Jan 2026)
FAR 52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)
FAR 52.232-18	Availability of Funds (Apr 1984)
FAR 52.232-27	Prompt Payment for Construction Contracts (Jan 2017)
FAR 52.232-34	Payment by Electronic Funds Transfer-Other Than System for Award Management (Jul 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
FAR 52.233-3	Protest After Award (Aug 1996)
FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
FAR 52.236-2	Differing Site Conditions (DEVIATION) (Jan 2026)
FAR 52.236-3	Site Investigation and Conditions Affecting the Work (DEVIATION) (Jan 2026)
FAR 52.236-5	Material and Workmanship (DEVIATION) (Jan 2026)
FAR 52.236-6	Superintendence by the Contractor (DEVIATION) (Jan 2026)
FAR 52.236-7	Permits and Responsibilities (DEVIATION) (Jan 2026)

Clause	Title and Date
FAR 52.236-8	Other Contracts (DEVIATION) (Jan 2026)
FAR 52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (DEVIATION) (Jan 2026)
FAR 52.236-10	Operations and Storage Areas (DEVIATION) (Jan 2026)
FAR 52.236-11	Use and Possession Prior to Completion (DEVIATION) (Jan 2026)
FAR 52.236-12	Cleaning Up (DEVIATION) (Jan 2026)
FAR 52.236-14	Availability and Use of Utility Services (DEVIATION) (Jan 2026)
FAR 52.236-15	Schedules for Construction Contracts (DEVIATION) (Jan 2026)
FAR 52.236-17	Layout of Work (Apr 1984)
FAR 52.236-21 Alt II	Specifications and Drawings for Construction (DEVIATION) (Jan 2026)
FAR 52.242-13	Bankruptcy (Jul 1995)
FAR 52.242-14	Suspension of Work (Apr 1984)
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2026)
FAR 52.245-1	Government Property (Sep 2021)
FAR 52.245-9	Use and Charges (Apr 2012)
FAR 52.246-12	Inspection of Construction (Aug 1996)
FAR 52.246-21	Warranty of Construction (Mar 1994)

Clause	Title and Date
FAR 52.248-3	Value Engineering-Construction (Oct 2020)
FAR 52.240-91	Security Prohibitions and Exclusions (DEVIATION) (Jan 2026)
FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION) (Jan 2026)
FAR 52.249-10	Default (Fixed-Price Construction) (Apr 1984)
DOSAR 652.204-70	Department of State Personal Identification Card Policy and Procedures (Feb 2015)
DOSAR 652.215-70	Examination of Records (Jan 2022)
DOSAR 652.225-71	Section 8(a) of the Export Administration Act of 1979, as Amended (Aug 1999)
DOSAR 652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (Jul 1988)
DOSAR 652.229-71	Personal Property Disposition at Posts Abroad (Aug 1999)
DOSAR 652.236-70	Additional Safety Measures (Oct 2017)
DOSAR 652.242-70	Contracting Officer's Representative (Aug 1999)
DOSAR 652.242-73	Authorization and Performance (Aug 1999)
DOSAR 652.243-70	Notices (Aug 1999)

The following clauses are set forth in full text:

FAR 52.212-4 TERMS AND CONDITIONS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2026)

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

(b) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights— (1) Within a reasonable time after the defect was discovered or should have been discovered; and (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(d) **Changes (this paragraph has been tailored).**

(1) At any time, the Contracting Officer may, by written order, make changes within the general scope of this contract, including changes in—

> *(i) the specifications (including drawings and designs);*
>
> *(ii) the method or manner of performance of the work;*
>
> *(iii) Government-furnished property or services; or*
>
> *(iv) the time or schedule for performance, including acceleration of the work.*

(2) The Contractor shall proceed diligently with performance of the work as changed, pending final resolution of any request for an equitable adjustment.

(3) If a change ordered under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work, the Contracting Officer shall make an equitable adjustment in the Contract Price, the time for performance, or both, and shall modify the contract in writing to reflect the adjustment.

(4) Only the Contracting Officer has authority to order or approve changes affecting the contract price, time for performance, scope of work, specifications, or other terms and conditions of this contract. No direction, instruction, interpretation, inspection comment, approval, or other communication by any Government representative other than the Contracting Officer shall constitute a change under this contract.

(5) If the Contractor believes that any communication or action by a Government representative other than the Contracting Officer constitutes a change to the contract, the Contractor shall promptly notify the Contracting Officer in writing and shall not proceed with the alleged change unless and until the Contracting Officer confirms the direction in writing, except where necessary to address an imminent threat to life, safety, or Government property.

Except as expressly modified above, FAR 52.212-4 remains unchanged.

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall— (1) Notify the Contracting Officer in writing

as soon as possible; (2) Remedy the delay as quickly as possible; and (3) Notify the Contracting Officer when the occurrence is over.

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

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

(i) Payment— (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315. (3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. (4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment. (5) Interest. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109.

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance.

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

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

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

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

(r) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this

clause; (3) Other contract clauses incorporated in the solicitation or contract; (4) Addenda to this solicitation or contract; (5) Solicitation provisions incorporated in the solicitation; (6) Other paragraphs of this clause; (7) Other documents, exhibits, and attachments; and (8) The specification.

(s) Unauthorized obligations. (1) Except as stated in paragraph (s)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern: (i) Any such clause is unenforceable against the Government. (ii) Neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement. (2) Paragraph (s)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(t) Comptroller General examination of record. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form.

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

(End of clause)

FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of State Acquisition Regulation (48 CFR Chapter 6) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

J.1 Administrative Requirements Documents

J.1.1 Security Classification Guide (SCG) for Design and Construction of Overseas Facilities

- J.1.1a SCG for Design and Construction of Overseas Facilities July 2018
- J.1.1b SCG for Design and Construction of Overseas Facilities Bulletin, July 2020
- J.1.1c SCG for Design and Construction of Overseas Facilities Bulletin, December 2024

J.2 OBO Project Standard Requirements (OPSR)

J.2.1 OBO Codes (SBU)

- J.2.1 OBO Codes Full (without OTC Volume B) 2026

J.2.2 OBO Guide Specifications (OGS)

- J.2.2 OGS Full 2026

- J.2.2b SECTION 282305 – SECURITY VIDEO SYSTEM (SVS)

J.2.3 OBO Project Requirements (OPR)

- J.2.3 OPR Full 2026

J.2.4 OBO Space and Adjacencies (OSA)

- J.2.4 OSA 04b SRP-M Site, Outbuildings and Non-CAA Office 2026

J.2.5 OBO Deliverable Requirements (ODR)

- J.2.5 ODR 01 General Conventions 2026
- J.2.5 ODR 03 Concept and Diagram Standards 2026
- J.2.5 ODR 04 Drawings Standards 2026
- J.2.5 ODR 05 BIM and CAD Standards 2026
- J.2.5 ODR 06 Report Standards 2026
- J.2.5 ODR 07 Cost Standards 2026
- J.2.5 ODR 10 Operations Maintenance Standards 2026
- J.2.5 ODR 11 Survey Standards 2026
- J.2.5 ODR 12 Image Data Capture Standards 2026

J.2.6 Reserved

J.2.7 OPSR 7 OBO Standard Templates (OST)

- J.2.7 OST 01 PMP 2026.xlsx
- J.2.7 OST 02 QMP 2026.xlsx
- J.2.7 OST 03 DDM 2026.xlsx
- J.2.7 OST 04 RMR 2026.xlsx
- J.2.7 OST 05 BEP 2026.docx

J.3 OBO Project-Specific Requirements Documents

J.3.1 Kolonia Criteria Requirements

- J.3.1.1 Kolonia BOD Criteria-2025-05-28

J.3.2 Kolonia Background Documents (SBU)

- J.3.2.1 Kolonia Preliminary Geotech Investigation 2005-11-11
- J.3.2.2 Kolonia Preliminary Geotech Investigation Part 1
- J.3.2.3 Kolonia Preliminary Geotech Investigation Part 2
- J.3.2.4 Kolonia NEC Civil Drawings 2007-05-18
- J.3.2.5 Kolonia Perimeter Fence Improvements 2020-08-13 (SBU)
- J.3.2.6 Kolonia Energy Conservation Measures 2021-01-28
- J.3.2.7 Kolonia Site Photos Proposed locations 2025 12 23

J.3.3 Kolonia Drawings (SBU)

- J.3.3.1 Kolonia Warehouse Concept Plan 2025 July

J.3.4 Kolonia Specifications

- J.3.4.1 Kolonia Specs V01 Division01-2025-December

J.3.5 Reserved

J.3.6 Kolonia OBO Cost Pricing Format

- J.3.6- Kolonia Cost Pricing Format-2026-02-12.xlsx

J.3.7 Kolonia Warehouse Section C SOW DB with Criteria

J.4 Informational Documents (OBO)

- J.4.1 DOS Certified FEBR Products-2025 June (SBU)
- J.4.2 DS Anti-Ram Barrier List-2025 June (SBU)
- J.4.3 TSS Product List -08-28-2024
- J.4.4 TSS Pre Accreditation Checklist-2026-01-09 (SBU)

J.5 Supplementary Documents

- J.5.1 IRS Form W-14 Instructions
- J.5.2 Sample (ILC) - Payment Guaranty
- J.5.3 Sample (ILC) - Performance Guaranty
- J.5.4 COR Questionnaire for TCNs (for use by the COR)
- J.5.5 Phase One Submittal Questionnaire
- J.5.6 IRS Form W-14
- J.5.7 SF-3881 Payment Enrollment Form

(End of Section J)

{END OF ATTACHMENT 2}