Embassy of the United States of America

Tokyo, Japan

May 18, 2026

Dear Prospective Quoters:

Subject: Request for Quotations (RFQ) Number 19JA8026Q0021
Underground Fuel Storage Tanks (UST) Refurbishment Services (Tokyo, Japan)

Enclosed is a Request for Quotations (RFQ) for Underground Fuel Storage Tanks (UST) Refurbishment Services at the Mitsui Housing Compound in Tokyo, Japan. If you would like to submit quotation, follow the instructions in Section J of the RFQ, complete the required portions of the attached document, and submit it to the email address shown in paragraph 3. Quotations of this Cover Letter.

The U.S. Government intends to award a Purchase Order to the responsible company submitting a technically acceptable quote at the lowest price. The U.S. Embassy Tokyo intends to award the Purchase Order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

1. Pre-quotation Conference and Site Visit

(a) The Embassy intends to conduct a pre-quotation conference and walk-through at the site, which will be held at the following Date/Time and Location.

Date: **Thursday, May 28, 2026**
Time: **From 10:00 a.m. to on/about 12:00 a.m. (Japan Standard Time)**
Location: **Meet at 9:50 a.m.** in front of the **West Gate** (previously known as Shirota Gordon Gate) of the U.S. Embassy housing compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

(b) Prospective quoters shall contact Miyuki Mita via email at MitaMX@state.gov by **10:00 a.m., Tuesday, May 26, 2026 (JST)** and submit individual name(s), company name/address, telephone/fax numbers, and email address to arrange entry to the housing compound.

NOTE: No entry request will be accepted after the specified date/time, regardless of whether or not the participant(s) hold(s) Embassy issued ID badge.

(c) Attendee(s) must present an identification (ID) card with a photo (e.g. driver's license, passport, etc.) as it is required for entering the housing compound.

2. Questions:

Following the conference, quoters may submit questions (in English) regarding this RFQ by **10:00 a.m., Thursday, June 4, 2026 (JST)** via email to MitaMX@state.gov. All questions will be consolidated, and one response document will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

NOTE: No questions will be accepted after the specified date/time.

3. Quotations:

Quotations are due by **10:00 a.m., Friday, June 12, 2026 (JST)**. **No quotations will be accepted after the specified date/time**. Quotations must be in English and incomplete quotations will not be accepted.

Your quotation must be submitted electronically to Miyuki Mita via email to MitaMX@state.gov. The e-mail size must not exceed 15MB. If the e-mail size should exceed 15MB, the submission must be made in separate e-mails less than 15MB each. **After submission of quotation, quoters shall contact Miyuki Mita by phone (Office: 03-3224-5755 or Mobile: 090-1110-9320) or email to confirm the receipt of quotation.**

4. Bonds: Performance and payment bonds are NOT required.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the request for quotations process.

Sincerely,

Staff, Christopher (StaffCG@state.gov)
05/17/2026 23:39 GMT

Christopher G. Staff
Contracting Officer

Enclosure:
Request for Quotations No. 19JA8/026Q0021

REQUEST FOR QUOTATIONS (RFQ) *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF	PAGES 53

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
19JA8026Q0021	May 18, 2026	PR15909185 / PR15894475		

5A. ISSUED BY

Procurement/Contracting Office
U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420,
Japan

6. DELIVER BY *(Date)*

5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Miyuki Mita	+81-3	3224-5755

7. DELIVERY

X FOB DESTINATION OTHER *(See Schedule)*

8. TO:

a. NAME	b. COMPANY	c. STREET ADDRESS	d. CITY	e. STATE	f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE	b. STREET ADDRESS	c. CITY	d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE:

June 12, 2026;
10:00 a.m. (JST)

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Underground Fuel Storage Tanks (UST) Refurbishment Services at the Mitsui Housing Compound in Tokyo, Japan, in accordance with attached terms and conditions of the Request for Quotations. This RFQ incorporates provision 52.215-1 by reference.	(See subsection A.1 PRICE under SECTION A: PRICING)			

1 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS %

NOTE: Additional provisions and representations [√] are [ ] are not attached.

13 NAME AND ADDRESS OF QUOTER	14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15 DATE OF QUOTATION
a. NAME and ADDRESS OF QUOTER (COMPANY) SAM Unique Entity ID:		

c. COUNTY	16. SIGNER a. NAME (*Type or print*)	b. TELEPHONE

d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	AREA CODE / NUMBER

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SECTION A: PRICING

A.1 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. This price shall include, but not limited to, all labor, materials, all insurances, overhead, and profit.

Underground Fuel Storage Tanks (UST) Refurbishment Services at the Mitsui Housing Compound in Tokyo, Japan

Grand Total: _____

A.2 PAYMENT

A.2.1 Offers and Payment in U.S. Dollars:

U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to pay in U.S. dollars should commit their offer in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporate under the laws of a state within the United States.

Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

A.2.2 Japanese Consumption Tax

The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.

For non-Designated Stores, please visit the following link for registration:

(Ministry of Foreign Affairs of Japan)
Japanese: https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html
English: https://www.mofa.go.jp/ms/po/page22e_000946.html

(National Tax Agency)
Japanese: https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm

SECTION B: STATEMENT OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

The following documents are set forth in Section I:

- Attachment I-1: Statement of Work
- Attachment I-2: Clauses and References of FAM and US ACE EM-385
- Attachment I-3: Drawing

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

SECTION C: PACKAGING AND MARKING

The Contractor shall mark materials delivered to the site as follows:

U.S. Embassy Housing Compound
Attn: Facility Management Office
2-1-1, Roppongi,
Minato-ku, Tokyo 106-0032
Japan

SECTION D: INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR), or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

D.1 SUBSTANTIAL COMPLETION

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 “Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests. The Contractor shall give the Contracting Officer at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

(1) Satisfactory completion of all required tests,

(2) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

(3) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

SECTION E: DELIVERIES AND PERFORMANCE

E.1 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract from the date specified on the Notice to Proceed (NTP),

(b) prosecute the work diligently, and,

(c) complete the entire work ready for use no later than **90** calendar days after the date stated on the Notice to Proceed (NTP).

The time stated for completion shall include material order, production, site preparation, fabrication, and final cleanup of the premises.

E.2 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, or any extension, the Contractor shall pay liquidated damages to the U.S. Government in the amount of ¥100,000 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

E.3 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "10 calendar days after receipt of an executed contract."

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will 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 Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,

(2) Constitute acceptance or approval of any delay, or

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.4 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may revise the approved time schedule.

E.5 NOTICE TO PROCEED

(a) After receiving and accepting any bonds (if required) or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

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

E.6 WORKING HOURS

All work shall be performed during the hours between 08:30 and 17:30 on Mondays through Fridays, except for the U.S. and Japanese holidays observed by the U.S. Embassy Tokyo. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.7 PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at Facility Management Office in MacArthur Tower, located at the Mitsui Housing Compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.8 DELIVERABLES - The following items shall be delivered under this purchase order:

Description	Quantity	Deliver Date	Deliver To
Subsection D.1 Request for Substantial Completion	1	15 days before inspection	COR
Subsection D.2 Request for Final Acceptance	1	5 days before inspection	COR
Subsection E.3 Construction Schedule	1	10 days after award	COR
Subsection E.7 Preconstruction Conference	1	10 days after award	COR
Subsection F.2 Payment Request	1	Last calendar day of each month	FMC
Subsection G.2 Insurance	1	10 days after award	CO
Subsection G.5.3 Overseas Vetting Questionnaire	1	10 days after award	COR
Subsection H.3.4 Safety Plan	1	10 working days prior to commencing any activity at the site	COR
Attachment I-1 4.0 Inventory Control and Leak Detection Monitoring System: Plans and all manufacturer specifications	1	Prior to work commencement	COR
Attachment I-1 5.0 Quality Assurance and Safety: Quality Assurance Plan (QAP)	1	Prior to work commencement	COR
Attachment I-1 5.0 Quality Assurance and Safety: Confined Space Entry and Safety Plan	1	Prior to work commencement	COR
Attachment I-1 5.0 Quality Assurance and Safety: Project Specific Accident Prevention Plan (APP)	1	Prior to work commencement	COR
Attachment I-1 9.0 Project Closeout: Closure Documentation, Warranties, Product Data and Operation and Maintenance Manuals for all installed equipment.	1	At the completion of work	COR

"COR" denotes Contracting Officer's Representative.
"FMC" denotes Financial Management Center.
"CO" denotes Contracting Officer.

SECTION F: CONTRACT ADMINISTRATION DATA

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

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

(b) The COR for this contract is the Maintenance Inspector of Facility Management Office at the U.S. Embassy in Tokyo, Japan.

F.2 PAYMENT

The Contractor's attention is directed to Section H, 52.232-5, "Payments under Fixed-Price Construction Contracts." The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall submit invoices electronically to TokyoInvoices@state.gov.

SECTION G: SPECIAL TERMS AND CONDITIONS

G.1 RESERVED

G.2 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury):

(a) Bodily Injury on or off the site stated in Japanese Yen:

Per Occurrence	¥30,000,000
Cumulative	¥90,000,000

(b) Property Damage on or off the site in Japanese Yen:

Per Occurrence	¥3,000,000
Cumulative	¥9,000,000

G.2.2 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. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3 DOCUMENT DESCRIPTIONS

G.3.1 (a) Record Documents. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

(b) "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and

(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 LAWS AND REGULATIONS

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 Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 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.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5 CONSTRUCTION PERSONNEL

G.5.1 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 among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.2 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.3

(a) Within ten (10) calendar days after award of the contract, the Contractor shall submit to the Contracting Officer’s Representative (COR) a completed Overseas Vetting Questionnaire on each employee, including the substitute employee(s), who will be working under the contract. The

Contractor shall include a list of workers and supervisors assigned to this project. The U.S. Government will run background checks on these individuals. It is anticipated that security checks will take between 30 and 90 calendar days to perform.

(b) The U.S. Government shall issue DOS One Badge identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform at all times while providing services under this contract. These identity cards are the property of the U.S. Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the U.S. Government. The U.S. Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. The Contractor personnel must immediately inform the Local Guard Force and COR if an identity card is lost or stolen.

(c) Contractor personnel will follow all security-related instructions from Post Management and the Local Guard Force, as well as any alarms. Contractor personnel will also appropriately react to any regularly scheduled emergency drills.

G.5.4 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this order.

G.6 MATERIALS AND EQUIPMENT

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

(a) obtaining proper zoning or other land use control approval for the project

(b) obtaining the approval of the Contracting Drawings and Specifications

(c) paying fees due for the foregoing; and,

(d) for obtaining and paying for the initial building permits.

SECTION H: CLAUSES

H.1 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. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

Clause	Title And Date
52.202-1	DEFINITIONS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS (NOV 2023)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT OR VOLUNTARILY EXCLUDED (JAN 2025)
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR–COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2025)
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021)
52.225-5	TRADE AGREEMENTS (NOV 2023)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (MAY 2024)
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 2021)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)

52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-25	PROMPT PAYMENT (JAN 2017)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JAN 2017)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.246-26	REPORTING NONCONFORMING ITEMS (NOV 2021)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)

H.2 FAR CLAUSES INCORPORATED IN FULL TEXT

H.2.1 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

Covered telecommunications equipment or services means–

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

Critical technology means–

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

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

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of

this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

H.2.2 FAR 52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023)

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

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

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

FASCSA order, means any of the following orders issued under the Federal *Acquisition* Supply Chain Security Act (FASCSA) requiring the removal of covered articles from *executive agency*

information systems or the exclusion of one or more named sources or named covered articles from *executive agency procurement* actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy

Sensitive compartmented information means *classified information* concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of *products* or services, at any tier.

(b) *Notice.* During contract performance, the Contractor *shall* be required to comply with any of the following that apply: DHS FASCSA orders, DoD FASCSA orders, or DNI FASCSA orders. The applicable FASCSA order(s) will be identified in the request for quotation (see 8.405-2), or in the notice of intent to place an order (see 16.505(b)). FASCSA orders will be identified in paragraph (b)(1) of FAR 52.204-30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition, with its *Alternate* II.

(c) *Removal.* Upon notification from the *contracting officer*, during the performance of the contract, the Contractor *shall* promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order (see FAR 4.2303(b)).

(End of clause)

H.2.3 FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023)

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

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

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

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

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

(3) The Director of National Intelligence (DNI) *may* issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order *may* be referred to as a DNI FASCSA order.

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

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

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other
organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of *national defense* or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any *products* or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means *classified information* concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of *products* or services, at any tier.

(b) Prohibition.

(1) Unless an applicable waiver has been issued by the issuing official, Contractors *shall* not provide or use as part of the performance of the contract any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For *solicitations* and contracts awarded by a Department of Defense *contracting office*, DoD FASCSA orders apply.
(ii) For all other *solicitations* and contracts DHS FASCSA orders apply.

(2) The Contractor *shall* search for the phrase "FASCSA order" in the *System for Award Management (SAM*) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government *may* identify in the *solicitation* additional FASCSA orders that are not in SAM, which are effective and apply to the *solicitation* and resultant contract.

(4) A FASCSA order issued after the date of *solicitation* applies to this contract only if added by an amendment to the *solicitation* or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)
(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor *shall* disclose the following:

(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied or *supplies* the covered article or the product or service to the *Offeror*;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The *contracting officer* will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A *contracting officer may* choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) Notice and reporting requirement.

(1) During contract performance, the Contractor *shall* review *SAM.gov* at least once every three months, or as advised by the *Contracting Officer*, to check for covered articles subject to FASCSA

order(s), or for *products* or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor *shall* conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor *shall* submit a report to the *contracting office* as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor *shall* report to both the *contracting office* for the indefinite delivery contract and the *contracting office* for any affected order.

(ii) If a report is required to be submitted to a *contracting office* under (c)(3)(i) of this clause, the Contractor *shall* submit the report as follows:

(A) If a Department of Defense *contracting office*, the Contractor *shall* report to the website at *https://dibnet.dod.mil.*
(B) For all other *contracting offices*, the Contractor *shall* report to the *Contracting Officer*.

(4) The Contractor *shall* report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.
(B) In addition, the Contractor *shall* describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent

future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide *acquisition* contracts, multi-agency contracts or any other *procurement* instrument intended for use by multiple agencies, upon notification from the *Contracting Officer*, during the performance of the contract, the Contractor *shall* promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) Subcontracts.

(1) The Contractor *shall* insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the *acquisition* of *commercial products* and *commercial services*.
(2) The Government *may* identify in the *solicitation* additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor *shall* notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the *solicitation* that are not in SAM apply to the contract and all subcontracts.

(End of clause)

Alternate I (Dec 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes ___ No ___ DHS FASCSA Order
Yes ___ No ___ DoD FASCSA Order
Yes ___ No ___ DNI FASCSA Order

Alternate II (Dec 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph (b) of the basic clause. This clause applies to each order as identified by the *Contracting Officer*.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes ___ No ___ DHS FASCSA Order
Yes ___ No ___ DoD FASCSA Order
Yes ___ No ___ DNI FASCSA Order

(2) The Contractor *shall* search for the phrase “FASCSA order” in the *System for Award Management (SAM*) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

(3) The Government *may* identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.
(4) A FASCSA order issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)
(i) If the contractor wishes to ask for a waiver, the Contractor *shall* disclose the following:

(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;
(C) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied the covered article or the product or service to the *Offeror*;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item description;
(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The *contracting officer* will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver *may* be sought. A *contracting officer may* choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and *may* instead make award to an *offeror* that does not require a waiver.

(End of clause)

H.2.4 FAR 52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (MAR 2026)

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

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

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

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

(iii) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(iv) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328), unless the agency grants an exception - see paragraph (b) of 52.204-27.

(v) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (Dec 2023) (Pub. L. 115–390, title II).

(vi) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

(vii) 52.222-21, Prohibition of Segregated Facilities (Oct 2025).

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(ix) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(x) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(xi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(xii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jan 2017).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.233-1, Disputes (May 2014).

(vii) 52.244-6, Subcontracts for Commercial Products and Commercial Services (Jan 2025).

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

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

(1) The clauses listed below implement provisions of law or Executive order:
(i) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR 3.900(a).

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

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

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

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

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

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

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

(ix)

(A) 52.222-50, Combating Trafficking in Persons (Oct 2025) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

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

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

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

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

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

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

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

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

(xvii) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l) (Applies to contracts when the agency identifies in the statement of work, or elsewhere in the contract, the sustainable products and services that apply to the acquisition).

(xviii)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

_____

_____

[Insert one or more Internet addresses]

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor’s records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(End of clause)

H.3 THE FOLLOWING DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSE(S) IS/ARE SET FORTH IN FULL TEXT:

H.3.1 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(End of Clause)

H.3.2 DOSAR 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (FEB 2015)

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

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

(End of clause)

H.3.3 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

H.3.4 DOSAR 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

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

(1) Scaffolding;
(2) Work at heights above 1.8 meters;

(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding or cutting and other hot work;
(7) Partial or total demolition of a structure;
(8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

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

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

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

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

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

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

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

(End of clause)

H.3.5 DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
(2) That is has obtained all necessary licenses and permits required to perform this contract; and,
(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

(End of clause)

H.3.6 DOSAR 652.243-70 NOTICES (AUG 1999)

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

(End of clause)

SECTION I: LIST OF ATTACHMENTS

ATTACHMENT I-1: STATEMENT OF WORK

ATTACHMENT I-2: CLAUSES/REFERENCES OF FAM and US ACE EM-385

ATTACHMENT I-2: DRAWING (UST LAYOUT) - To be provided at the Site Visit

SECTION J: INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

J.1 QUALIFICATIONS OF QUOTERS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this Request for Quotations. At a minimum, each Offeror/Quoter must meet the following requirements:

(1) Be able to understand written and spoken English and Japanese;

(2) Have an established business with a permanent address and telephone listing;

(3) The quoter shall provide proof of SAM registration to include the SAM UEI number after contract award;

(4) Be able to demonstrate prior construction experience with suitable references;

(5) Have the necessary personnel, equipment and financial resources available to perform the work;

(6) Have all licenses and permits required by local law;

(7) Meet all local insurance requirements;

(8) Have the ability to obtain or to post adequate performance security (if required), such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;

(9) Have no adverse criminal record; and

(10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

J.2 SUBMISSION OF QUOTATIONS

This Request for Quotation (RFQ) is for the performance of the construction services described in SECTION B: STATEMENT OF WORK, and the Attachments which are a part of this RFQ.

Each quotation must consist of <u>one original</u> of the following:

(a) Volume 1 – Standard Form 18 (SF-18).
Volume 1 shall consist of completion of blocks 13a, 14, 15, 16a, 16b, and 16c (page 1) of SF-18.

(b) Volume 2 - Price.
Volume 2 shall consist of completion of SECTION A: PRICING (page 3). Quoters shall include the currency which they are submitting their prices in.

(c) Volume 3 – Representations and Certifications.
Volume 3 shall consist of completion of SECTION L: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS (pages 43 through 53) (complete all portions that are applicable).

<u>(d) Volume 4 – Business Management/Technical Proposal.</u>
Volume 4 shall consist of information demonstrating the Quoter's ability to perform, including:

(1) Name and resume of the proposed Quoter's superintendent for this project who understands written and spoken English and Japanese (See Attachment I-1: Statement of Work and Subsection G.5.4 Construction Personnel of this RFQ);

(2) A list of the names, addresses, and telephone numbers of subcontractors and principal material suppliers to be used on the project, indicating what portions of the work will be performed by them;

(3) Evidence that the Quoter operates an established business with a permanent address and telephone listing in Japan;

(4) Experience and Past Performance;

A list of contracts and subcontracts the Quoter has held over the past five (5) years for the same or similar work. If the Quoter has not performed comparable services in Japan, then the Quoter shall provide its international experience. Provide minimum three (3) projects and no more than five (5) projects. Provide the following information for each contract and subcontract:

(a) Customer's name, address, and email address and telephone number of customer's lead contract and technical personnel;

(b) Contract name, contract number and type;

(c) Date of the contract award, place(s) of performance, and completion dates; contract dollar value;

(d) Brief description of the work, including responsibilities; and

(e) Any litigation / termination (partial or complete) and the reason (convenience or default) currently in process or occurring within last 5 years.

Quoters are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the Quoter's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

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

(6) Licenses and Permits; and

The Quoter and its subcontractors (if any) shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in SECTION H). If the Quoter and its subcontractors (if any) already possess the locally required licenses and permits, a copy shall be provided.

(7) Work Plan / Bar Chart (Work Sheet).

The Quoter shall submit the following:

(a) A work plan taking into account all work elements in SECTION B: STATEMENT OF WORK to complete the entire work during the time frame specified in Subsection E.1 of the RFQ and Attachment I-1 : Statement of Work. The Quoter shall provide Work Plan / Work Sheet.

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

(c) A plan to ensure quality of services including but not limited to contract administration and oversight; and

(8) Insurance.
(1) A copy of the Certificate of Insurance(s), or
(2) a statement that the Quoter will obtain the required insurance, and the name of the insurance provider to be used.

Quotations are due by **10:00 a.m., Friday, June 12, 2026 (Japan Standard Time).** No quotations will be accepted after the specified date/time. Quotations must be in English and incomplete quotations will not be accepted.

Your quotation must be submitted electronically to Miyuki Mita via email to MitaMX@state.gov. The e-mail size must not exceed 15MB. If the e-mail size should exceed 15MB, the submission must be made in separate e-mails less than 15MB each. **After submission of quotation, quoters shall contact Miyuki Mita by phone (Office: 03-3224-5755 or Mobile: 090-1110-9320) or email to confirm the receipt of quotation.**

Quoters shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation in the appropriate volume of the quotation.

J.3 FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

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

(b) An organized site visit has been scheduled for-
From 10:00 a.m. to on/about 12:00 a.m., Thursday, May 28, 2026 (Japan Standard Time)

(c) Participants shall meet at 9:50 a.m. in front of the West Gate of the U.S. Embassy housing compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

(d) All interested quoters who wish to attend must submit individual name(s), company name/address, telephone/fax numbers, and email address to Miyuki Mita via email at MitaMX@state.gov by **10:00 a.m., Tuesday, May 26, 2026 (JST)**, to arrange entry to the Housing Compound. **NOTE: No entry request will be accepted after the specified date/time, regardless of whether or not the participant(s) hold(s) Embassy issued ID badge.**

J.4 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:
Between $25,000 and $100,000.

J.5 LATE QUOTATIONS

Late quotations shall be handled in accordance with FAR.

J.6. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

J.7 THE FOLLOWING FEDERAL ACQUISITION REGULATION PROVISIONS ARE INCORPORATED BY REFERENCE (48 CFR CH. 1):

PROVISION	TITLE AND DATE
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.215-1	Instructions to Offerors--Competitive Acquisition (NOV 2021)

SECTION K: EVALUATION CRITERIA

K.1 GENERAL

To be acceptable and eligible for evaluation, quotations must be prepared following SECTION J and must meet all the requirements in the other sections of this solicitation.

K.2 BASIS FOR AWARD

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

(a) Initial Evaluation
The U.S. Government will evaluate all quotations received. Quotes shall include a completed solicitation. The U.S. Government will evaluate all quotations received to ensure that each quotation is complete in terms of submission of each required volume, as specified in subsection J.2 SUBMISSION OF QUOTATIONS. The U.S. Government may eliminate quotations that are missing a significant amount of the required information.

(b) Technical Acceptability
After the initial evaluation, the U.S. Government will review the remaining proposals to determine technical acceptability. Technical acceptability will include a review of the Proposed Work Information described in SECTION J to ensure that the quoter's submission is acceptable to the U.S. Government. The U.S. Government may also contact references provided as part of the Experience and Past Performance information described in SECTION J to verify quality of past performance. The U.S. Government shall also review the Bar Chart (Work Sheet) submitted to review the sequence of work and to ensure that performance would be completed on time. The end result of this review will be a determination of technical acceptability or unacceptability.

(c) Responsibility Determination
The U.S. Government will determine acceptability by assessing the quoter's compliance with the terms of the RFQ. The U.S. Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

Although the award is to be made to the lowest priced technically acceptable quoter, the U.S. Government may request additional documents such as financial statements to determine whether or not the quoter is a responsible contractor.

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

K.3 FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

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

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures –

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise,

(2) On the date specified for receipt of proposal revisions.

SECTION L: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

L.1 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions:

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

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

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

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

(d) Taxpayer Identification Number (TIN)

TIN: _____

___TIN has been applied for.

___TIN is not required because:

___Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___Offeror is an agency or instrumentality of a foreign government;

___Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

___Sole Proprietorship;

___Partnership:

___Corporate Entity (not tax exempt);

___Corporate Entity (tax exempt);

___Government Entity (Federal, State, or local);

___Foreign Government;

___International Organization per 26 CFR 1.6049-4;

___Other _____

(f) Common Parent

___Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___Name and TIN of common parent;

Name: _____

TIN: _____

(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2026)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is 811310.

(2) The small business size standard is $12,500,000.

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

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

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $200,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

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

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

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

__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.227-6, Royalty Information.
__ (A) Basic.
__ (B) Alternate I.
__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

_____

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

(End of provision)

Alternate I (Mar 2023). As prescribed in 4.1202(a) , substitute the following paragraph (a) for paragraph (a) of the basic provision:
(a)(1) The North American Industry Classification System (NAICS) codes and corresponding size standards for this acquisition are as follows; the categories or portions these NAICS codes are assigned to are specified elsewhere in the solicitation:

NAICS Code Size Standard

_____ _____
_____ _____

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

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

L.3 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

(a) *Definitions.* As used in this provision—
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

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

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

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

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It __ does, __ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any

factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

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

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

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

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

(End of provision)

L.5 FAR 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the clause 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(https://www.sam.gov) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this *offer*, the *offeror* represents that it has conducted a reasonable inquiry, and that the *offeror* does not propose to provide or use in response to this *solicitation* any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the *solicitation* was issued, except as waived by the *solicitation*, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government *may* decide whether to issue a waiver. For any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the *Offeror* is unable to represent compliance, then the *Offeror shall* provide the following information as part of the *offer*:

(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied the covered article or the product or service to the *Offeror*;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;
(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The *contracting officer* will review disclosures provided in paragraph (e) to determine if any waiver *may* be sought. A *contracting officer may* choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and *may* instead make an award to an *offeror* that does not require a waiver.

(End of provision)

L.6 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

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

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

(c) Representation. The Offeror represents that.

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

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

(End of provision)

L.7 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the quoter does not fill-in the blanks below, the official who signed the quote will be deemed to be the quoter's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____
Address: _____
_____
Telephone Number: _____ Fax Number: _____

(End of provision)

L.8 FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

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

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

"Marginalized populations of Sudan" means—

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

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

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

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

(End of provision)

L.9 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

Statement of Work
Underground Fuel Storage Tanks (UST) Refurbishment Service

1.0 INTRODUCTION

The Contractor shall provide the necessary services as defined in this SOW to refurbish/reline two underground fuel storage tanks (USTs) located at the U.S Embassy Housing Compound in Tokyo, Japan. The Contractor shall also install an inventory control and leak detection system for the two relined tanks. The contractor shall follow the US ACE EM-385 requirements for confined space entry (Chapter 34) – please see Section 11.0 Contract Clauses and References in this Statement of Work on page 5 through 12.

2.0 SCOPE of WORK - UST REFURBISHMENT/RELINING

There are two single walled/skinned steel underground fuel storage tanks.

Tank 1 - 28,000 liters used for storing diesel fuel.
Tank 2 – 28,000 liters used for storing diesel fuel.

The scope of services required includes, but is not limited to, the following:

1. Prepare the Site

    a. Fence off the working area to disallow any unauthorized personnel from entering the working areas.

    b. Shut off all electric current going into the tanks or in proximity to the working area.

    c. Place personal safety equipment (including fire protection equipment) readily available around the working area.

    d. Empty out the USTs. Diesel fuel shall be transferred from one diesel UST to another. Any excess fuel shall be stored on-site in an approved fuel storage tank. All fuel stored off site shall be put back into the UST after the tanks are relined.

    e. Clean all the sludge inside the tanks.

2. Opening of the tank manholes

    a. Upon opening of the manholes and prior to any work being performed, the surrounding air quality will be tested for two

parameters: % of lower explosive limit (LEL) and oxygen content. Before any authorized personnel is cleared to commence work, the LEL must be less than 20% and the oxygen content inside the tank must not be +/- 0.5 % of that of the ambient air.

b. Connect an industrial ventilator to ensure that the working area is receiving fresh air continually and during the duration of all field activities.

3. Degassing and cleaning of the tanks

a. Connect an industrial ventilator and drop it into the tanks. Ensure that the % LEL inside the tanks is also less than 20%.

b. Once most of the fuel and sludge has been removed and the LEL is still under 20%, authorized personnel (confined spaced trained only) will be allowed to enter the tanks cavity to continue cleaning.

c. All personnel that enter the tanks cavity must wear Level B Personal Protective Equipment (PPE) and have supplied air with respirator at all times.

4. Examine and prepare tank surface for coating/lining

a. Sandblast the inside of the tanks.

b. Visually inspect the inside of the tanks to determine the areas with the most wear and also locate any possible leaks.

c. Proceed to measure the thickness of the tank walls horizontally and vertically. Any wall area that presents a reduction of 30% or more from its original thickness will be studied in depth.

d. Areas that showed significant wall thickness reduction (as specified above) and corners/wedges should be repaired.

5. Relining the inside of the tanks

a. Coat the entire inside of tanks with primer.

b. Apply 2 layers of fiberglass reinforced plastic (FRP) mat/sheet with polyester based resin.

c. Coat the entire tank with another polyester based resin. This will prevent the tank from future leaks.

d. Once all the layers have cured/dried, inspect and test the tanks for uniform thickness and leaks.

3.0 Manholes

New fiberglass reinforced plastic manhole covers shall be installed (Universal, OPW, Franklin Fueling or equivalent). The installation shall be done in accordance with the manufacturer's specifications.

4.0 Fuel Lines

All fuel supply/return lines shall be pressure tested to ensure that they are not leaking. If any leaks are observed, they shall be reported to the Embassy personnel.

5.0 TEMPORARY FUEL STORAGE

Not required. One UST shall remain connected to provide fuel to the generators/boilers at all times.

6.0 INVENTORY CONTROL AND LEAK DETECTION MONITORING SYSTEM

The contractor shall install one electronic tank inventory control and leak detection monitoring system for the USTs.

The inventory control system shall show the fuel level in the tanks, including high fuel level and low fuel alarms. The leak detection monitoring system shall activate an audible and visual alarm in the event there is tank leak test failure or liquid is detected in the interstitial space.

The inventory control and leak detection systems shall be mounted in a weatherproof box adjacent to the underground fuel storage tanks. The contractor shall submit the plans and all manufacturer specifications regarding the proposed electronic inventory control and the leak detection monitoring for approval prior to the start of the project.

Recommended leak detection monitor and sensor are listed below:

Monitor: Showa Kiki, HP with printer unit or equivalent
Sensor: Showa Kiki, MSC or equivalent.

7.0 QUALITY ASSURANCE AND SAFETY

The Contractor shall provide, as a deliverable, an appropriate Quality Assurance Plan (QAP). The plan shall include checklists of duties to be carried out and a

plan to carry out inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the inspection reports.

The Contractor shall implement an effective program of safety, inspections, testing, administration, management, reporting, recordkeeping, and other tasks necessary to verify compliance with the requirements of the contract plans and specifications. The Contractor's site superintendent shall be responsible for managing the quality control program at the site.

The contractor shall submit a confined space entry and safety plan for approval prior to the start of work. No confined space entry shall be permitted without the approval of the entry and safety plan. The Contractor shall provide a project specific Accident Prevention Plan (APP) describing how safety for all project personnel will be executed throughout the project. The APP must focus on confined spaces and gaseous environments.

The Contractor shall collect and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall immediately bring any conditions beyond the responsibility of the Contractor that affect or delay field activities to the immediate attention of the Embassy personnel.

8.0 INSPECTION

The USG will inspect the services being performed and the supplies furnished to determine whether work is being performed in a safe and satisfactory manner, and that all supplies are of acceptable quality and standards. The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract.

9.0 FINAL SYSTEMS TESTS

Final tests shall be conducted on all newly refurbished USTs, the inventory control and leak detection system at the completion of the work to ensure that the new system meets all manufacturer requirements and specifications. The contractor shall connect the newly refurbished USTs to the existing supply/return lines for and ensure that they are functioning properly.

10.0 TRAINING

The Contractor shall provide training to U.S. Embassy personnel to familiarize them with all the components of the new UST system, especially the inventory control and leak detection system.

11.0 PROJECT CLOSEOUT

When all site work is complete, the contractor's site superintendent shall review all activities and walk the project area with the Embassy personnel to ensure that the Embassy is satisfied, and all work items are acceptable. If any items are not completed, they shall be addressed and completed immediately.

The contractor shall ensure that, upon demobilization, the site is left in a clean and orderly appearance equal to or better than prior to start of work. All site restoration conditions shall be restored to match existing conditions.

The contractor shall compile record documents as the work progresses and maintain a copy of these documents as part of the quality control program. At the conclusion of the work, the contractor shall submit closure documentation and provide warranties, product data, and operation and maintenance manuals for all installed equipment.

12.0 Guarantee

The Contractor shall guarantee all the end product completed under this contract for ten-year period from the date of acceptance of substantial completion by the COR.

13.0 Superintendence by Contractor

The Contractor shall designate a representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government. The entire operation of the contracted services shall be superintended by the Contractor's liaison. The designated superintendent shall be located on the work site designated by the Contracting Officer during normal working hours (see Subsection E.6 WORKING HOURS) and shall have supervision during the times while on duty. The superintendent shall also supervise the performance of the contracted services on Saturdays, Sundays, and holidays when approved. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

Clauses and References of FAM and US ACE EM-385

Contract Clauses and References

15 FAM 955 CONSTRUCTION STANDARDS (CT: OBO-43; 02-28-2014)

For new construction or major renovations and alterations of existing structures at posts abroad, the Department of State will adhere to the latest edition of the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and with host-country standards as necessary.

US ACE EM-385 requirements for confined space entry. (Chapter 34).

34.A.01 Confined Spaces – Non-Marine Facilities. Confined space (CS) work performed in permanent, fixed facilities and/or performed on construction sites shall be performed in accordance with this Section, 29 CFR 1910.146 and ANSI Z117.1. This section does not regulate underground construction work (tunneling) as a confined space. > See Section 26.

34.A.02 USACE-conducted CS work activities on or in a watercraft or vessel of any kind and/or associated with vessel repair and maintenance operations are covered in Section 34.B.

34.A.03 The definitions for CS that are applicable to all CSs, during operations, maintenance and construction are listed in Appendix Q, Definitions.

34.A.04 Confined Space Identification. Facilities and job sites shall assign a Safety Supervisor or Confined Space Competent Person (CSCP) to identify all CSs and determine entry rules and requirements. > See Figure 34-1.

a. On USACE facilities, all fixed permit-required CS (PRCS) shall be labeled as a PRCS. With the approval of the local Safety Office (SOHO), the CSCP may exclude from labeling those confined spaces that pose little or no hazard, (i.e., a navigation lock), but meet the strict definition of a permit-required confined space (PRCS).

b. On construction sites and/or during O&M activities, all fixed PRCS shall be labeled as a danger. PRCS that are created as part of construction work shall be labeled and have a barrier to restrict entry. All Non Permit-Required Confined Spaces (NPRCS) created as part of construction and/or O&M activities are not required to be labeled.

c. If activities in a NPRCS (i.e., welding), create or have a potential to create a hazardous atmosphere, that space shall be declared a PRCS.

d. All previously identified CSs shall be identified in writing to any contract personnel prior to the beginning of work if they are required to enter and/or work in this area.

(1) The contract documents shall list any known hazards and controls in the CS.

(2) If it is known that work to be conducted inside a CS would create a possible hazardous atmosphere, the contractor shall be notified prior to beginning work and shall be required to follow the requirements for PRCS.

(3) All entry into an identified or contractor-created PRCS shall be coordinated with the GDA and site security or emergency personnel before each entry.

e. For work conducted on military installations, the CSCP or designer shall coordinate with the installation CS program manager/team to identify all CSs and determine any specific installation requirements for entry.

34.A.05 Confined Space Entry (CSE) Procedures.

a. PRCS Entry Procedures. Entry into PRCSs shall comply with the requirements of 29 CFR 1910.146.

b. NPRCS Entry Procedures:

(1) There are no entry requirements if the space does not contain or have the ability to contain an atmospheric hazard capable of causing death or physical harm.

(2) If a NPRCS has an environment being controlled by permanent ventilation system and/or has an isolation barrier, then entry requires: continual air monitoring; the use of audible/visual alarms for failure of the ventilation system or isolation barrier; and training for the employees in visual contact with the CS and those working in the CS on the proper rescue procedures to be used shall be required. The alarm shall be capable of notifying both the entrants and rescue personnel. This shall be documented and written in the CSE Plan.

c. PRCS Permit. The CSCP shall complete or review and sign the completed PRCS permit (see Form 34-1 for non-mandatory example) and shall be responsible for enforcing the use of PRCS permits for entry into all PRCSs at the facility/site.

d. At the end of the work task where a PRCS was entered, there shall be an after action review by all parties on procedures used and if improvement can be gained. For USACE operations, this review should include safety personnel for the site, and any security or emergency responders. For contract operations, this review should include GDA and any security or emergency responders on site.

34.A.06 CSCP/Safety Supervisor Responsibilities.

a. Identification and Labeling. The CSCP shall identify and label all PRCSs as noted in Section 34.A.04.b.

b. The CSCP shall develop and implement an activity/site-specific Confined Space program. The program shall contain and adequately address the CS program elements of 29 CFR 1910.146 and those defined in this section.

c. It is the responsibility of the site supervisor or project manager to ensure all entries into a CS are completed in a safe and protective manner. The procedures shall be documented in a CS program which is part of the APP or Project Safety and Health Plan.

d. Coordination with local emergency responders. The CSCP shall coordinate with local emergency responders to determine if they are capable of a timely (5 minutes) rescue from the specific CS. If the local emergency responders do not have the appropriate rescue capability, the rescue capability should be developed on-site.

e. Review CS program and all past entries annually.

34.A.07 CS Program Elements. The CS program shall address each of the following elements with facility-/site-specific detail:

a. Identification and Labeling. Describe the process for identifying a work area as a CS and rationale used for classifying the type of CSs. Describe labeling and enforcement procedures that will assure personnel do not enter CSs in an unauthorized fashion;

b. CS hazard identification. Describe the hazards in the CS and all potential hazards that may be created by potential work in the CS, any permanent air monitoring, physical isolation identification, or permanent ventilation;

c. Safe CSE conditions. Describe the practices and procedures that will be followed to assure that CSs will be entered safely. Procedures and practices shall include but are not limited to the following:

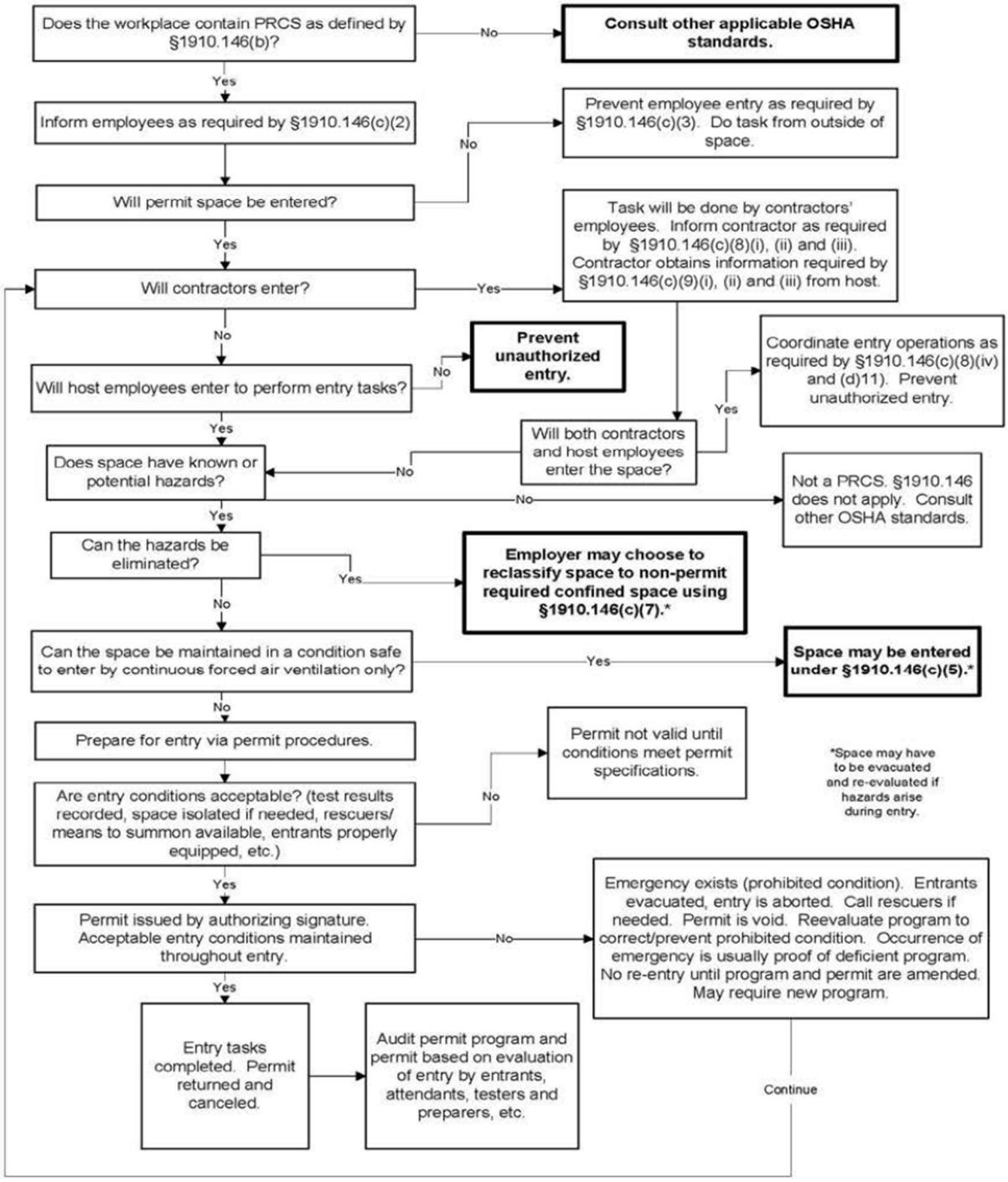
(1) NPRCSs. Describe any monitoring and employee training that will assure non-permit conditions are maintained and that employees entering the NPRCS understand how to maintain a safe working environment while working in it. Describe the potential atmospheric and/or physical hazards that are present in the CS and the necessary controls for these hazards, necessary training requirements of entrants and workers within visual contact.

(2) PRCSs. At a minimum, describe how each of the elements below will be enforced at each PRCS:

(a) Entry permit (See Form 34-1 34-2 for example) completion, review, processes, signature authority, and maintenance procedures for all PRCS. The entry supervisor or manager shall be required to sign all permits daily before entry;

(b) Acceptable entry conditions;

FIGURE 34-1
Confined Space Identification Flow Chart



(c) Observation by the authorized entrant of monitoring or testing in PRCSs;

(d) Isolation and/or any alarms for physical hazards or atmospheric hazards of the PRCSs;

(e) Purging, inerting, flushing or ventilating the PRCS as necessary to eliminate or control atmospheric hazards;

(f) Installation of barriers to protect entrants from external hazards;

(g) Monitoring requirements and procedures used to verify that acceptable entry conditions are maintained for the duration of the authorized entry;
d. Equipment (and equipment maintenance procedures) to be used for CSE at the facility/site. All equipment shall be calibrated and functionally tested before each entry in accordance with the manufacturer's instructions. Equipment shall include the following at a minimum:

(1) Appropriate atmospheric testing and monitoring equipment necessary to assure safe entry and that safe entry conditions are maintained;

(2) Ventilation equipment to assure maintenance of safe entry conditions;

(3) Communication equipment for constant contact between the attendant and the entrants and means of communication to the emergency personnel;

(4) Personal Protective Equipment (PPE) necessary in the event that engineering controls and work practices do not adequately protect entrants;

(5) Lighting equipment for entry;

(6) Barriers and shields to keep unauthorized entrants out of the CS during entry;

(7) Ladders or other equipment necessary for entrant access and egress;

(8) Rescue and emergency equipment needed to remove entrants in the event of an emergency. Particular emphasis shall be placed on the use and implementation of appropriate self-rescue procedures and equipment;

(9) Any other equipment necessary for safe entry into or rescue from CSs;

e. Procedures for evaluating PRCS conditions when entry is conducted. Address each of the following in facility/site-specific detail:

(1) Atmosphere conditions required to be maintained during entry to ensure safe entry; (2) At a minimum, test the PRCS atmosphere for the following in the order specified:

(a) Oxygen (before and continual while entrant is in the PRCS);

(b) Combustible gases and vapors; and

(c) Toxic gases and vapors.

f. Policies and procedures to assure that at least one attendant is immediately available outside the PRCS during entry operations to monitor the conditions of the space, to communicate with entrants, and to respond to emergencies;

g. Designate by name, personnel at the facility/site with active roles in CSE and their responsibilities for PRCS entry. All permits shall be signed by each employee entering the CS, the CSCP, attendant and a responsible entry supervisor;

h. Document procedures and agreements with local emergency responders for notifying emergency services of a pending entry and summoning rescue and emergency services for rescuing PRCS entrants;

i. Document a facility/site procedure for preparing, issuing, using and canceling PRCS entry permits;

j. Document procedures for coordinating with employees from outside organizations who will be participating in PRCS entry. The coordination shall include the type of CS, the known hazards, safety procedures, PPE and debrief following the entry;

k. Document procedures for concluding an entry after entry operations have been completed;

l. Develop procedures for reviewing PRCS entries and documenting lessons learned from them; and

m. Establish a policy to review cancelled, expired or revoked permits to modify the PRCS entry procedures annually.

n. Establish a policy to review the CS program annually.

34.A.08 Employee Training. All employees entering PRCS or NPRCS, authorized

attendants, supervisors and managers, and workers within visual contact of the CS shall be trained to understand the requirements of the facility/site-specific CSE Program and procedures and emergency retrieval procedures.

a. Initial CS training. All entrants, authorized attendants, and supervisor or managers shall receive an initial CS training course that includes hands-on practical exercise with all the equipment; rescue exercise; and completing the CS permit. The training shall include, as a minimum: the roles and responsibilities in conducting an entry; specialized training on the use, calibration, and maintenance of monitoring, communications, and retrieval equipment; the hazards of the entry and the control of the hazards of the entry.

b. Before each activity requiring entry into a CS, the entrant, authorized attendants, supervisor/managers, and workers in close proximity, shall review the entry procedures, the use of the air monitoring, PPE, and retrieval equipment. Emergency responders shall be invited to the training review. If it has been over a year since the initial training, a rescue exercise shall be part of the training review.

c. Training shall be documented and include a roster of those attending and topics discussed.

34.A.09 Rescue and Emergency Services. The CSCP shall develop or establish rescue and emergency services for PRCS entry. Emergency responders shall be notified of the training and at least annually, or immediately prior to each entry, shall have participated in an emergency response drill for retrieval of an employee or dummy from the CSs.