

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 19AQMM26R0459	2. TYPE OF SOLICITATION SEALED BID (IFB) ☐ INVITATION TO BID NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 09/11/2026	PAGE 1	OF 25	PAGES 25

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER		6. PROJECT NUMBER		
7. ISSUED BY BUREAU OF GLOBAL ACQUISITIONS (GA) 1200 Wilson Blvd., SA-6B ATTN: GA ARLINGTON, VA 22209		CODE GAAM_	8. ADDRESS OFFER TO BUREAU OF GLOBAL ACQUISITIONS (GA) 1200 Wilson Blvd., SA-6B ATTN: GA ARLINGTON, VA 22209			
9. FOR INFORMATION CALL:	a. NAME Coy L Brown	b. TELEPHONE NO. (Include area code)(NO COLLECT CALLS) (843) 308-4240			c. EMAIL BrownCL1@state.gov	

SOLICITATION

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

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

11. The Contractor shall begin performance within 10 calendar days and complete it within 180 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☐ mandatory ☒ negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT
 BONDS? (If "YES," indicate within how many calendar days after award in Item 12b).
☒ YES ☐ NO

12b. CALENDAR DAYS
 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in item 8 by 16:00 ET (hour)
 local time 09/23/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes
 containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☐ is, ☒ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be
 rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NUMBER (Include area code)	
CONTACT: CODE FACILITY CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER											
DATE.											

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

20b. SIGNATURE

20c. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 3204(a) () ☐ 41 U.S.C. 3304(a) ()
26. ADMINISTERED BY Maintenance Operations GA/AM/DMS/FAC/MO Bureau of Global Acquisitions 1200 Wilson Blvd (SA-06B) Arlington, VA 22209		GAAM	27. PAYMENT WILL BE MADE BY IPP Invoices to be uploaded to Invoice Processing Platform at http://www.ipp.gov CHARLESTON, SC 29415

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print) Coy L Brown	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE 09/11/2026

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Section B - Supplies or Services and Prices/Costs

Line Item Summary	Solicitation Number: 19AQMM26R0459	Contract Number:	Title: FASTC Barriers Replacement Project		Date of Solicitation: 09/11/2026
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
001	PSC: Z1AZ PSC Description: MAINTENANCE OF OTHER ADMINISTRATIVE FACILITIES AND SERVICE BUILDINGS Type of Contract Pricing: Firm Fixed Price	1.0	JB	\$0.00	\$0.00
	Period of Performance: 09/30/2026 - 03/31/2028				
	Description: FASTC - Remove and install two hundred and forty-nine (249) new barriers at the Central Track				
CLIN Funding:			Cost:		
Base Totals:		\$0.00		\$0.00	
Exercised Options Totals:		\$0.00		\$0.00	
Unexercised Options Totals:		\$0.00		\$0.00	
Base and Options Totals:		\$0.00		\$0.00	

B-010 - TYPE OF CONTRACT

This is a Firm-Fixed Price type contract.

(end of clause)

Section C - Descriptions/Specifications/Statement of Work**C-001 - STATEMENT OF WORK**

Please see Request for Proposal (RFP) Attachment 1 for the Statement of Work.

Section D - Packaging and Marking**D-002 - MARKING OF REPORTS**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (a) Name and business address of the Contractor;
- (b) Contract number and delivery order number, if applicable;
- (c) Date of report; and
- (d) Program office(s).
- (e) All reports become the property of the Department. Reports shall not contain any markings or legends which restrict the Department's use of such reports in any way.

(end of clause)

Section E - Inspection and Acceptance

Clause	Title	Fill-ins
52.246-12	Inspection of Construction (Aug 1996)	

Section F - Deliveries or Performance

Clause	Title	Fill-ins
52.242-14	Suspension of Work (Apr 1984)	

Section G - Contract Administration Data

INV-IPP - ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS AND INSTRUCTIONS TO IMPLEMENT USAGE OF THE INVOICE PROCESSING PLATFORM (IPP).

(a) *Definitions.* As used in these instructions

(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Payment clause included in this contract.

(b) Except as provided in paragraph (c) of these instructions, the Contractor shall submit payment requests electronically using the Invoice Processing Platform (IPP) at www.ipp.gov. Information regarding IPP is available on the Internet at www.ipp.gov. Assistance with the IPP application can be obtained by contacting the IPP Production Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov or phone (866)973-3131. The Contractor shall ensure that its supporting documentation conforms to IPP requirements. IPP accommodates up to **25 supporting attachments per invoice**, individual attachment file size may not exceed **ten megabytes (10mb)**. If the Contractor assesses that their supporting documentation will not reasonably conform to IPP requirements, the Contractor shall contact the Contracting Officer to explore possible alternatives. In addition, the IPP only allows certain characters to be used as the invoice number. The invoice number shall conform to the IPP convention and the attachments (if used) shall match exactly the invoice number allowed. The allowed characters in the IPP are "abcdefghijklmnopqrstuvwxyzABCDEFGHIJKLMNOPQRSTUVWXYZ0123456789-_"

(c) If the Contractor wishes to be paid via a foreign bank account, the contractor must properly fill out form GFS-FO-CLM-089 and attach it to each invoice in the IPP where payment to a foreign bank account is requested. The form can be obtained by e-mailing CGFSIPPITSForm@state.gov.

(d) The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(e) If alternate payment procedures are authorized, the Contractor shall include a copy of the Contracting Officer's written authorization with each payment request.

[End of instructions]

Section I - Contract Clauses

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):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dosar>

[Insert one or more Internet addresses]

(End of clause)

Clause	Title	Fill-ins
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011) (DEVIATION)	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (DEVIATION JAN 2026)	
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52.222-3	Convict Labor (DEVIATION FEB 2026)	
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52.222-7	Withholding of Funds (DEVIATION FEB 2026)	
52.222-8	Payrolls and Basic Records (DEVIATION FEB 2026)	

Clause	Title	Fill-ins
52.222-9	Apprentices and Trainees (DEVIATION FEB 2026)	
52.222-10	Compliance with Copeland Act Requirements (DEVIATION FEB 2026)	
52.222-11	Subcontracts (Labor Standards) (DEVIATION FEB 2026)	
52.222-12	Contract Termination-Debarment (MAY 2014)(DEVIATION FEB 2025)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
52.222-14	Disputes Concerning Labor Standards (DEVIATION FEB 2026)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-50	Combating Trafficking in Persons (DEVIATION FEB 2026)	
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026 (DEVIATION FEB 2026)	
52.222-62	Paid Sick Leave Under Executive Order 13706 (DEVIATION FEB 2026)	
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)	
52.223-23	Sustainable Products and Services (DEVIATION FEB 2026)	
52.225-10	Notice of Buy American Requirement-Construction Materials (May 2014)	
52.226-7	Drug-Free Workplace (May 2024)	
52.226-8	Encouraging Contractor Policies To Ban Text Messaging While Driving (May 2024)	
52.228-2	Additional Bond Security (Oct 1997)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.228-14	Irrevocable Letter of Credit (Nov 2014)	
52.228-15	Performance and Payment Bonds-Construction (Jun 2020)	
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
52.232-23	Assignment of Claims (May 2014)	
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	

Clause	Title	Fill-ins
52.233-1	Disputes (DEVIATION JAN 2026)	
52.233-3	Protest after Award (DEVIATION JAN 2026)	
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION JAN 2026)	
52.236-2	Differing Site Conditions (DEVIATION JUL 2025)	
52.236-3	Site Investigation and Conditions Affecting the Work (DEVIATION JUL 2025)	
52.236-5	Material and Workmanship (DEVIATION JUL 2025)	
52.236-6	Superintendence by the Contractor (DEVIATION JUL 2025)	
52.236-7	Permits and Responsibilities (DEVIATION JUL 2025)	
52.236-8	Other Contracts (DEVIATION JUL 2025)	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (DEVIATION JUL 2025)	
52.236-10	Operations and Storage Areas (DEVIATION JUL 2025)	
52.236-11	Use and Possession Prior to Completion (DEVIATION JUL 2025)	
52.236-12	Cleaning Up (DEVIATION JUL 2025)	
52.236-13	Accident Prevention (DEVIATION JUL 2025)	
52.236-14	Availability and Use of Utility Services (DEVIATION JUL 2025)	
52.236-15	Schedules for Construction Contracts (DEVIATION JUL 2025)	
52.236-17	Layout of Work (DEVIATION JUL 2025)	
52.236-21	Specifications and Drawings for Construction (DEVIATION JUL 2025)	
52.240-91	Security Prohibitions and Exclusions (DEVIATION JAN 2026)	
52.243-5	Changes and Changed Conditions (DEVIATION JUN 2025)	
52.246-21	Warranty of Construction (Mar 1994)	
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I (Sept 1996)	
52.249-10	Default (Fixed-Price Construction) (Apr 1984)	

52.219-28 - Postaward Small Business Program Rerepresentation (DEVIATION FEB 2026)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support-table-size-standards>.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code _____ assigned to contract number _____.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(5) Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program. The Contractor represents that it ___ is, ___ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(6) *HUBZone joint venture eligible under the HUBZone Program.*[*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title.*

]

(End of clause)

52.223-3 - Hazardous Material Identification and Material Safety Data (DEVIATION FEB 2026)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (if none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h) (1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.225-9 - Buy American-Construction Materials (DEVIATION FEB 2026)

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

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Domestic construction material means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—
 - (i) An unmanufactured construction material mined or produced in the United States; or
 - (ii) A construction material manufactured in the United States, if—
 - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
 - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components.*

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components.*

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
<i>Item 1:</i> Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
<i>Item 2:</i> Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

52.252-6 - Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any Federal Acquisition Regulation. [*insert regulation name*] (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

652.204-70 - DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD POLICY AND PROCEDURES (JAN 2026)

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

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

(End of Clause)

652.236-70 - Additional Safety Measure (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)

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

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

New Year's Day
 Martin Luther King's Birthday
 Washington's Birthday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

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

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

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

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

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

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

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

(End of clause)

652.242-73 - AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

(End of clause)

J-001 - LIST OF ATTACHMENTS

1. Attachment 1 - FASTC - SOW Barriers Replacement
2. Attachment 2 - Visitor Directions to A1 and Overflow Parking June 2025
3. Attachment 3 - Barriers Bid Chart
4. Attachment 4 - Site Visit Request Data
5. Attachment 5 - Past Performance Questionnaire (PPQ)

Section K - Representations, Certifications, and Other Statements of Offerors or Respondents

Provision	Title	Fill-ins
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION JAN 2026)	

52.209-2 - Prohibition on Contracting with Inverted Domestic Corporations--Representation (DEVIATION JAN 2026)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
 - (2) Through another subsidiary of a parent corporation.
- (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 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.
- (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)

52.209-11 - Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION JAN 2026)

- (a) The Government will not enter into a contract with any corporation that—
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
- (1) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.219-1 - Small Business Program Representations (DEVIATION FEB 2026)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern—

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.
- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common

ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236220*[insert NAICS code]*.

(2) The small business size standard is \$45.0M *[insert size standard]*.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (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.

(c) *Representations.* (1) The offeror represents as part of its offer that—

- (i) It is, is not a small business concern; or
- (ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is, is not a women-owned small disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(5) *SDVOSB joint venture eligible under the SDVOSB Program.* *[Complete only if the offeror is certified as a SDVOSB concern.]* The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]*

(6) *HUBZone joint venture eligible under the HUBZone Program.* *[Complete only if the offeror is a HUBZone small business concern.]* The offeror represents, as part of its offer, that it is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice.* Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

- (1) Punished by imposition of fine, imprisonment, or both;
- (2) Subject to administrative remedies, including suspension and debarment; and
- (3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

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

(a) Definitions.

As used in this provision:

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

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

(b) Certification.

By submitting this offer, the offeror certifies that it is not:

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

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

(End of provision)

Section L - Instructions, Conditions, and Notices to Offerors and Respondents**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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dosar>

[Insert one or more Internet addresses]

(End of provision)

Provision	Title	Fill-ins
52.204-7	System for Award Management - REGISTRATION (DEVIATION JAN 2026)	

52.236-27 Alt I - Site Visit (Construction) (Feb 1995) - Alternate I (Feb 1995)

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

(b) An organized site visit has been scheduled for--

September 18, 2026 at 10:00 AM EDT *[Insert date and time]*

(c) Participants will meet at--FASTC 700 C Ave, Blackstone VA*[Insert location]*

(End of provision)

Prior to attending the site visit, all offerors must complete Attachment 4 - Site Visit Request Data, password protect it, and return it to the Contracting Officer (CO) via email at BrownCL1@state.gov. Once sent, you must call the CO to provide the password. Additionally, the site visit attendee needs to bring a REAL ID compliant identification to obtain access to the site.

52.252-5 - Authorized Deviations in Provisions (Nov 2020)

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

(b) The use in this solicitation of any Federal Acquisition Regulation [insert regulation name] (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

652.206-70 - ADVOCATE FOR COMPETITION/OMBUDSMAN (JUN 2025)

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(End of provision)

L-001 - AMENDMENTS TO PROPOSAL

Changes to the proposal by the offeror shall be shown on amended pages. Changes from the original page shall be indicated by a vertical line adjacent to the change, on the outside margin of the page. The date of the amendment should be shown on the lower right corner of the page.

(End of provision)

L-002 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Detailed Proposal Instructions

This section provides detailed instructions for preparing proposals. Offerors are required to submit a Volume I: Technical Proposal and a Volume II: Price Proposal. All proposals are to be e-mailed to Coy Brown at BrownCL1@state.gov. The Offeror shall state, 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 offer. Additionally, the offeror shall complete clauses FAR 52.219-28 and 52.225-9. The offeror shall also complete provisions FAR 52.209-2, 52.209-11, and 52.219-1.

Proposal Format

The Volume I: Technical Proposal shall not contain any reference to price beyond the planned compensation plan of employees.

General

Submit all required documentation on sequentially numbered 8-1/2" by 11" or A4 paper. All submittals must use Times New Roman type of at least 12-point (10-point text in graphics) with 1" margins. The technical proposal (Factors 1-3) and the price proposal shall be submitted in separate volumes. The two volumes shall include a cover page containing the offeror's name, point of contact submitting the offer, address, Tax ID, and the UEI and CAGE code of the offeror. Resumes are limited to no more than 4 pages and are excluded from the page limit. The written technical proposal shall not exceed 15 pages. Landscape orientation may be used for graphics or tables. The technical proposal must address the four (4) evaluation areas: Factor 1: Demonstrated Experience, Factor 2: Technical/Management Approach, and Factor 3: Safety Program and Factor 4: Past Performance.

Factor 1: Demonstrated Experience

A detailed description of the relevant project experience. The offeror shall describe the number and scope of similar projects completed in the last five (5) years. The description shall include the project size, scope, complexity, specific challenges faced, and how the offeror overcame the challenges. The offeror shall also include the qualifications and experience of key personnel, including project managers, engineers, and site supervisors. The offeror shall also demonstrate the stability of the firm by including the number of years in business, financial stability, and the capacity to manage and work multiple projects concurrently. The offeror shall provide a copy of the latest financial report. The offeror shall also provide evidence of binding capability and availability to the value of the proposed price in Section B. Evidence submitted must be dated within no more than 90 days before proposal submission. Lastly, the offeror shall highlight any relevant certifications (e.g. LEED, ISO, etc.) to demonstrate a commitment to quality and sustainability.

Factor 2: Technical/Management Approach

The offeror shall demonstrate a clarity and depth of understanding of requirements and objectives needed for similar projects. The offeror shall identify the proposed construction techniques, technologies, and innovations being employed for this requirement. This includes how the offeror will approach scheduling, cost control, and quality assurance. The offeror shall identify potential risks and proposed mitigation strategies, including but not limited to, safety protocols and contingency planning. The offeror shall annotate its approach to sustainable construction practices, waste management, and energy efficiency when performing the construction required by Attachment 1 – Statement of Work. Proposals involving joint ventures and/or subcontractors shall clearly state the tasks or work to be performed by each team member and how the prime contractor will ensure Government satisfaction with the team. Proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures that will be used to ensure quality control, cost/performance control, and tracking procedures shall be laid out in the proposal.

If the proposal involves a joint venture the offeror shall also describe the role of both parties in the joint venture and also identify the type and percentage of work assigned to each joint venture member. Organizations that wish to rely upon the experience or financial resources of any other legally related entity or organization, including parent companies, subsidiaries, or other related firms, must do so by way of a JV.

NOTE: Offerors, including any offeror organized as a joint venture, must have an active SAM registration at the time of proposal submission and throughout the procurement process. Any offeror whose registration is not active in SAM at the time of proposal submission will be excluded from the process and their proposals will not be evaluated.

Factor 3: Safety Program

The offeror shall demonstrate clearly defined goals for promoting safety and preventing accidents on site. The offeror shall also demonstrate compliance with regulations and the offeror shall address incident reporting and investigation of safety incidents, including how incidents will be tracked and investigated.

Factor 4: Past Performance Questionnaire

The offeror shall provide examples of prior performance to be evaluated for this Factor. The examples shall only be for similar projects completed within the last five (5) years and for projects in similar size, scope, and complexity. If the offeror fails to provide prior performance examples, they will be assigned a "Neutral" rating.

Factor: Price

The offeror shall provide a total price in Section B of this solicitation. Additionally, the offeror's Volume II: Price Proposal shall be a comprehensive price breakdown using the Attachment 3 - Barriers Bid Chart. The Government will evaluate the price breakdown to determine if the proposed price is technically acceptable.

L-006 - QUESTIONS REGARDING SOLICITATION

(a) Prospective offerors should submit any questions regarding this solicitation in writing to the Contracting Officer. Questions should be received by 3:00 PM EDT on September 21, 2026. Questions received after that date may not be answered prior to the date established for the receipt of proposals.

Questions should be addressed to:

Coy Brown
Contracting Officer
BrownCL1@state.gov

(b) The Department of State does not plan to hold a pre-proposal conference for prospective offerors. If, after a review of questions submitted by offerors, the Department of State believes a pre-proposal conference is necessary, one will be scheduled and all prospective offerors will be advised.

(End of provision)

Section M - Evaluation Factors for Award

M-003 - BASIS FOR AWARD

The Government will make award to the lowest priced, technically acceptable offeror whose offer conforms to the requirements of the solicitation and is evaluated as being the lowest priced.

(End of provision)

M-006 - PROPOSAL EVALUATION

(a) The offeror's proposal will be evaluated to determine whether it meets the requirements described in the solicitation.

(b) A cost and/or price analysis shall be conducted based upon the data submitted by the offeror in order to determine that the negotiated cost or price is fair and reasonable.

(End of provision)

M-007 - TECHNICAL EVALUATION FACTORS

Proposals will be evaluated based on a decision on technical acceptability of the proposal and performance schedule will be made and only proposals determined to be technically acceptable will be considered for award. After the Government determines the prices for this project to be fair and reasonable, an award shall be made to the contractor offering the lowest price for the project. The Government will evaluate the lowest priced proposal first to determine if it meets the requirements outlined in Attachment 1 - FASTC - SOW Barriers Replacement. If the lowest priced proposal is technically acceptable no other proposal will be evaluated. If the lowest priced proposal is determined to not be acceptable, the Government will move on to the next lowest priced proposal. The Government will follow this approach until it identifies a proposal that meets technical acceptance. The proposal submissions shall

contain the offerors' best terms from a technical and price standpoint. The Government will evaluate all proposals in accordance with the following Technical Evaluation Factors:

Factor 1 - Demonstrated Experience:

The proposals will be evaluated on the demonstrated experience related to similar efforts. The following will be evaluated to determine the likelihood of successful performance of the Government's requirement.

- Relevant Project Experience: Number and scope of similar construction projects completed in the last five years, including project size, complexity, and specific challenges faced.
- Team Qualifications: Qualifications and experience of key personnel, including project managers, engineers, and site supervisors.
- Industry Certifications: Any relevant certifications (e.g., LEED, ISO) that demonstrate commitment to quality and sustainability.

Factor 2 - Technical/Management Approach:

The offeror will be evaluated on the technical/management related to similar efforts. The following will be evaluated to determine the likelihood of successful performance of the Government's requirement.

- Project Understanding: Clarity and depth of understanding of project requirements and objectives.
- Construction Methodology: Proposed construction techniques, technologies, and innovations to be employed, including approaches to scheduling, cost control, and quality assurance.
- Risk Management: Identification of potential risks and proposed mitigation strategies, including safety protocols and contingency planning.
- Sustainability Practices: Approaches to sustainable construction practices, waste management, and energy efficiency.

Factor 3 - Safety Program:

The offeror will be evaluated on the safety program. The following will be evaluated to determine the likelihood of successful performance of the Government's requirement.

- Safety Program: Clearly define goals for promoting safety and preventing accidents on site
- Compliance with Regulations: Identify how the offeror adheres to U.S. federal and local laws, regulations, customs, and practices pertaining to safety.
- Incident Reporting and Investigation: Define the method(s) for reporting safety incidents, including how incidents are tracked and investigated.

Factor 4 - Past Performance:

The offeror will be evaluated on their recent and relevant past performance. The offeror shall provide each customer identified as a Past Performance reference. An offeror's team member or major subcontractor's performance may be used as a Past Performance reference. The following will be evaluated to determine the likelihood of successful performance on the Government's requirement:

- Past performance on recent (within the last five years) and relevant (similarity in size and scope) contracts to determine, as appropriate, successful performance of contract requirements and quality and timeliness of delivery of goods and services.
- The Government will use its discretion to determine the sources of past performance information used in the evaluation, and information may be obtained from references provided by the offeror, the agency's knowledge of contractor performance, other government agencies or commercial entities, past performance databases, or any other information available.
- If a offeror does not have a history of recent/relevant contract experience, or if past performance information is not available, the offeror will receive a neutral past performance rating.

(-) Price:

(a) A price analysis will be conducted in accordance with FAR 15.106-3. This analysis determines that a "fair and reasonable" price will be paid by the Government.

(End of provision)