



Embassy of the United States of America

Tokyo, Japan

December 7, 2015

Dear Prospective Quoters:

Subject: Request for Quotations (RFQ) Number SJA800-16-Q-0003
(IDIQ) Painting Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining painting services for apartment compound and Chancery building of the U.S. Embassy Tokyo.

Note: As required by U.S. Government's federal acquisition regulation (FAR), prospective offeror shall be registered in the System for Award Management (SAM) database prior to award of a contract. The website link providing additional vendor registration information is as follow: <https://www.sam.gov/portal/SAM/#1#1>

If you are interested in submitting a quotation on this project, follow the instructions in Section 3 of the solicitation, complete the required portions of the enclosed document, and submit to the address shown on the next page.

1. Pre-proposal Conference and Site Visit

(a) To provide all the quoters with a uniform explanation of requirements, the Embassy will hold a pre-quotation conference and site visit, as follows:

Date: Monday, December 21, 2015
Time: From 2:00 p.m. to on/about 3:30 p.m.
Location: Meet at Grew Gate of U.S. Embassy Apartment Compound
2-1-1 Roppongi, Minato-ku, Tokyo 106-0032

(b) All interested offerors who wish to attend must submit individual name(s), company name/address, telephone/fax numbers, and e-mail address to Jin Yoshikawa at facsimile number 03-3224-5179 or e-mail YoshikawaJX@state.gov by no later than 12:00 noon, Thursday, December 17, 2015 (local time), to arrange entry to the compound.

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

2. Questions

Following the conference, quoters may submit questions (in English) in regard to this solicitation by 12:00 noon, Thursday, December 24, 2015 (local time) via facsimile at 03-3224-5179 or e-mail at YoshikawaJX@state.gov. All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Quotations

Quotations must be submitted in a sealed envelope marked "Quotation Enclosed" and received by no later than **4:00 p.m., Wednesday, January 13, 2016 (local time)** at the address shown below. No quotations will be accepted after this time and no electronic quotations shall be accepted.

U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Attn: Contracting Officer
(RFQ No. SJA800-16-Q-0003)

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 solicitation process.

Sincerely,



Adham Z. Loutfi
Contracting Officer

Enclosure:
Request for Quotations SJA800-16-Q-0003

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR4882064/PR4874577	PAGE 1 OF 56
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE See 31c below	4. ORDER NUMBER	5. SOLICITATION (Request for Quotations) NUMBER SJA800-16-Q-0003	6. SOLICITATION ISSUE DATE December 7, 2015	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Jin Yoshikawa	b. TELEPHONE NUMBER (No collect calls) 03-3224-5756	8. OFFER DUE DATE/LOCAL TIME January 13, 2016; 4:00 p.m.	
9. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420		CODE	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO CODE		16. ADMINISTERED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFERER CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Financial Management Center U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420		CODE	
DUNS Number: TELEPHONE NO. FAX NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(See Page 2 of Standard Form 1449) (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA Fiscal data will be provided on task orders placed against this IDIQ contract.				26. TOTAL AWARD AMOUNT (For Govt. Use Only) ¥0	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE ORIGINAL COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE RFQ NO. SJA800-16-Q-0003, OFFER DATED _____ YOUR OFFER ON SOLICITATION, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER Adham Z. Loutfi		31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(See the pricing tables - subsections 1.1.3 Pricing.)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE Facility Management Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

TABLE OF CONTENTS

Standard Form 1449 (SF-1449), the first and second pages

Section 1: The Schedule

1.1 Continuation to SF-1449, Request for Quotations (RFQ) Number SJA800-16-Q-0003, Blocks 23, Unit Price, and 24, Amount

1.2 Continuation to SF-1449, Request for Quotations (RFQ) Number SJA800-16-Q-0003, Block 20, Schedule of Supplies/Services

Section 2: Contract Clauses

2.1 Contract Clauses

2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

Section 3: Solicitation Provisions

3.1 Solicitation Provisions

3.2 Summary of Instructions

3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

Section 4: Evaluation Factors

Section 5: Representations and Certifications

5.1 Representations and Certifications

5.2 Addendum to Representations and Certifications - DOSAR Provisions not Prescribed in Part 12

List of Attachments

Attachment 1 - Sample Task Order Form

Attachment 2 - Hazard Assessment Sheet

Attachment 3 - Personal History Statement

Section 1: The Schedule

1.1 Continuation to SF-1449, Request for Quotations (RFQ) Number SJA800-16-Q-0003, Blocks 23, Unit Price, and 24, Amount

1.1.1 Scope of Services

(a) The Contractor shall furnish painting services for real property owned or managed by the U.S. Government at the U.S. Embassy in Tokyo, Japan, in accordance with Schedule of Supplies/Services stated in subsection 1.2.

(b) The U.S. Government will order all work by issuing task orders. The Contractor may not begin any work under a task order request prior to the Contracting Officer's issuance of the task order.

(c) This is an indefinite-delivery indefinite-quantity (IDIQ) type contract under which may be placed firm-fixed price task orders.

1.1.2 Contract Price - General

(a) The Contractor shall complete all work, including furnishing all labor, material, equipment, and services, required under this contract, for painting services. The price listed below shall include all labor, materials, overhead (including cost of Workers' Compensation and War-Hazard Insurance, which shall not be a direct reimbursement), and profit.

(b) All prices are in Japanese Yen and the U.S. Government will make payment in Japanese Yen.

(c) The U.S. Embassy 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 U.S. 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:

<http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

1.1.3 Pricing - starting on the date stated in the Notice to Proceed and continuing for a period of 12 months. The firm fixed estimated quantity, unit price, and estimated price for each category are:

(a) Paint Interior Surfaces (subsection 1.2.4)

Apartment Types [subsection 1.2.4(a)(1)]:

Apartment Type* and Floor Space	Estimated** Quantity	Unit x Price	Estimated = Price
(Regular Apartment Unit)			
PHG-1A, 77.8 m ²	1	¥ _____	¥ _____
P-1B, 99.2 m ²	1	¥ _____	¥ _____
P-1C, 93.6 m ²	1	¥ _____	¥ _____
P-1D, 98.4 m ²	0	¥ _____	¥ _____
PHG-2A, 120.0 m ²	4	¥ _____	¥ _____
PHG-2B, 120.0 m ²	3	¥ _____	¥ _____
PHG-2C, 133.6 m ²	4	¥ _____	¥ _____
PHG-2D, 133.6 m ²	3	¥ _____	¥ _____
P-2E, 140.4 m ²	2	¥ _____	¥ _____
PHG-2F, 149.6 m ²	1	¥ _____	¥ _____
PHG-2G, 150.5 m ²	1	¥ _____	¥ _____
PHG-3A, 162.4 m ²	5	¥ _____	¥ _____
P-3B, 186.0 m ²	1	¥ _____	¥ _____
HG-3B, 186.0 m ²	1	¥ _____	¥ _____
P-3C, 161.5 m ²	1	¥ _____	¥ _____
PHG-3D, 185.63 m ²	2	¥ _____	¥ _____
HG-4A, 243.8 m ²	2	¥ _____	¥ _____
P-4B, 254.0 m ²	1	¥ _____	¥ _____
HG-4B, 253.9 m ²	1	¥ _____	¥ _____
M-3, 269.2 m ²	3	¥ _____	¥ _____
M-4, 273.2 m ²	3	¥ _____	¥ _____
T-3, 195.1 m ²	3	¥ _____	¥ _____
T-4, 270.7 m ²	3	¥ _____	¥ _____
(Category Apartment Unit)			
PHG-III, 336.9 m ²	1	¥ _____	¥ _____
P-IIA, 356.2 m ²	1	¥ _____	¥ _____
HG-IIA, 293.1 m ²	1	¥ _____	¥ _____
P-IIB, 375.8 m ²	1	¥ _____	¥ _____
HG-IIB, 330.3 m ²	1	¥ _____	¥ _____
HG-IIC, 375.8 m ²	1	¥ _____	¥ _____
PHG-I, 421.3 m ²	1	¥ _____	¥ _____

*P=Perry Tower; HG=Harris/Grew Towers; PHG=Perry/Harris/Grew Towers;
M=Mitsui Townhouse; T=Temple Townhouse

Unit	Estimated** Quantity	Unit x Price	= Estimated Price
Paint Type 1 [per subsection 1.2.4(a)(2)]: Per square meter	200	¥ _____	¥ _____
Paint Type 2 [per subsection 1.2.4(a)(3)]: Per one door with doorframe (two sides)	20	¥ _____	¥ _____
Paint Type 3 [per subsection 1.2.4(a)(4)]: Per linear meter	100	¥ _____	¥ _____
Paint Type 4 [per subsection 1.2.4(b)(1)]: Per square meter	1,000	¥ _____	¥ _____
Paint Type 5 [per subsection 1.2.4(b)(2)]: Per linear meter	200	¥ _____	¥ _____
Paint Type 6 [per subsection 1.2.4(b)(3)]: Per linear meter	300	¥ _____	¥ _____
Paint Type 7 [per subsection 1.2.4(b)(4)]: Per one door with associated doorframe	40	¥ _____	¥ _____
Paint Type 8 [per subsection 1.2.4(b)(5)]: Per cover	20	¥ _____	¥ _____
Paint Type 9 [per subsection 1.2.4(b)(6)]: Per pillar	80	¥ _____	¥ _____
Interior Door Removal [per subsection 1.2.4(e)]: Per one door of complete plane work	30	¥ _____	¥ _____
Sub-total of Estimated Price for Paint Interior Surfaces:			¥ _____

(b) Paint Exterior Surfaces (subsection 1.2.5)

Unit	Estimated** Quantity	Unit x Price	= Estimated Price
Handrail [per subsection 1.2.5(a)]: Per linear meter	100	¥ _____	¥ _____
Steel/metal surface [per subsection 1.2.5(b)]: Per square meter	100	¥ _____	¥ _____
Surfaces of balcony decks [per subsection 1.2.5(c)]: Per square meter	200	¥ _____	¥ _____

Balcony wall and pillars [per subsection 1.2.5(d)]:

Per square meter 100 ¥ _____ ¥ _____

Balcony wall, header above window sash, dropped beam and ceiling
[per subsection 1.2.5(e)]:

Per square meter 100 ¥ _____ ¥ _____

Foundation surfaces [per subsection 1.2.5(f)]:

Per square meter 300 ¥ _____ ¥ _____

Scaffolding, including transportation costs [per subsection
1.2.5(g) (1)]:

Per square meter 300 ¥ _____ ¥ _____

Scaffolding, without transportation costs [per subsection
1.2.5(g) (2)]:

Per square meter 300 ¥ _____ ¥ _____

Sub-total of Estimated Price for
Paint Exterior Surfaces: ¥ _____

***This estimated quantity is based on total estimated U.S. Government requirements for this period of performance.*

(c) Grand total of estimated price [(a)+(b) above]:

¥ _____.

(d) Contract Minimum and Maximum Amounts

(1) Contract Minimum. During the contract period, the U.S. Government shall place orders for a minimum of \$10,000 or its equivalent in Japanese Yen. This is the contract minimum for this period of performance.

(2) Contract Maximum. During the contract period, the amount of all orders shall not exceed \$245,000 or its equivalent in Japanese Yen. This is the contract maximum for this period of performance.

1.1.4 Effective Ordering Period. After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date on which performance shall start.

(a) The effective ordering period under this contract starts on date shown in the Notice to Proceed and continues for twelve months.

(b) The U.S. Government may extend this contract under FAR 52.217-8, "Option to Extend Services."

1.1.5 Completion Dates under Task Orders

(a) The Contractor shall have a minimum of three days in order to commence work under each task order issued.

(b) The completion dates are identified in subsection 1.2.14 Completion of Work.

1.1.6 Acceptance of Schedule. When the U.S. Government has accepted any time schedule, this acceptance shall be binding on 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 by the U.S. Government shall not:

(a) extend the completion date or obligate the U.S. Government to do so;

(b) constitute acceptance or approval of any delay, or;

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

1.1.7 Working Hours. The Contractor shall perform the required work during the hours between 08:30 and 17:30 on -

(a) Saturdays, Sundays, and U.S./Japanese holidays observed by the U.S. Embassy Tokyo (see DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave under Section 2: Clauses for holiday reference), at the Chancery building; and

(b) Mondays through Fridays, except for the U.S./Japanese holidays observed by the U.S. Embassy Tokyo, at the Mitsui Housing Compound.

The Contracting Officer may approve other hours, if the Contractor gives at least 24 hours advance notice. Contractor initiated changes in work hours will not be a cause for a price increase.

1.1.8 Task Orders

(a) General. The U.S. Government will order all services under this contract on a Task Order form "Optional Form 347" (see Attachment 1 - Sample Task Order Form), issued by the Contracting Officer, as the need arises.

(b) Content of Task Orders shall include, but not limited to:

- (1) Date of order;
- (2) Contract number;
- (3) Task Order number;
- (4) Location of property;
- (5) Amount of work expressed in measure of unit stated in the contract;
- (6) Total cost; and

(7) required completion date.

(c) Procedures

(1) Before issuing a task order, the U.S. Government may issue a written request for quotation that includes the work to be performed and the required completion date. The Contractor shall respond to that request for quotation in writing within three working days to the GSO/Procurement Unit, U.S. Embassy, 1-10-5 Akasaka, Minato-ku, Tokyo.

Alternatively, the U.S. Government may simply issue a firm-fixed price task order, if it has the measurements of the work to be performed.

(2) If requested to submit a firm-fixed price quotation for a task order, the Contractor shall compute a price for the required work by multiplying the unit prices in Section 1: The Schedule by the amount of work required.

1.1.9 Deliverables. The Contractor shall delivery the following items under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
1.1.10 Insurance	1	10 days after award	CO
1.1.12 Safety Plan	1	10 days after award	COR
1.1.13(b) Personnel History Statement	1	10 days after award	COR
1.1.16 Payment	1	Monthly	COR

1.1.10 Insurance

(a) Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary under Section 2, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

(1) Bodily injury on or off the site stated in Japanese Yen:
Per-Occurrence ¥30,000,000
Cumulative ¥90,000,000

(2) Property damage on or off the site stated in Japanese Yen:
Per-Occurrence ¥3,000,000
Cumulative ¥9,000,000

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

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

- (1) any property of the Contractor,
- (2) its officers,
- (3) agents,
- (4) servants,
- (5) employees, or
- (6) any other person,

arising from and incident to the Contractor's performance of this contract.

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

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

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

(c) Insurance-Related Disputes. Failure to agree to any adjustment contemplated under this contract regarding insurance shall be a dispute within the meaning of FAR 52.233-1, Alternate I, "Disputes". Nothing in this clause shall excuse the Contractor from proceeding with the work, including the repair and/or replacement as herein above provided.

(d) Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within 10 calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

1.1.11 Laws and Regulations

(a) Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more

stringent of:

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

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

(b) Labor, Health and Safety Laws, and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

(c) Evidence of Compliance. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

1.1.12 Safety - Accident Prevention

(a) General. The Contractor shall provide and maintain work environments and procedures that will:

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract. For these purposes, the Contractor shall:
 - (i) provide appropriate safety barricades, signs and signal lights;
 - (ii) comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
 - (iii) take any additional measures the Contracting Officer determines to be reasonably necessary for this purpose.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in:

- (1) death,
- (2) traumatic injury,
- (3) occupational disease, or
- (4) damage to or theft or loss of property, materials, supplies, or equipment.

The Contractor shall report this data as directed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Written Program. Before starting the work, the Contractor shall:

- (1) submit a written proposal for implementing this clause; and
- (2) meet with the Contracting Officer to discuss and develop a mutual understanding of the overall safety program.

(e) The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. The Contractor shall immediately take corrective action after receiving the notice. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule for any suspension of work issued under this clause.

1.1.13 Construction Personnel

(a) Removal of Personnel. The Contractor shall:

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

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

- (1) incompetent,
- (2) careless,
- (3) insubordinate or
- (4) otherwise objectionable, or
- (5) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

(b) Construction Personnel Security. After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. Each individual shall complete and submit Personal History Statement (see Attachment 3).

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site. These passes must be displayed visibly by all Contractor personnel working on site. The Contractor shall inform its employees to be used under this contract that they may be subject to search by the Government when entering or leaving work. The Contractor shall return all passes upon conclusion of the contract.

1.1.14 Materials and Equipment

(a) General. The Contractor shall provide all necessary painting supplies and equipment, including brushes, rollers, buckets, mixers, space heaters, drop cloths, scrapers, sanding gear, electric sprayers, and texture sprayers if necessary to perform the work. No materials will be furnished by the Government.

(b) Selection and Approval of Materials

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

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

- (i) the names of the manufacturer;
- (ii) model number;
- (iii) source of procurement of each such product, material or equipment; and
- (iv) other pertinent information concerning the:
 - (A) nature,
 - (B) appearance,
 - (C) dimensions,
 - (D) performance,
 - (E) capacity, and
 - (F) rating

unless otherwise required by the Contracting Officer.

(3) The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid, when directed to do

so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

(c) Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all such items to the site as soon as practicable. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for this U.S. Government project.

1.1.15 Warranties. Under FAR 52.212-4, Contract Terms and Conditions-Commercial Items, the Contractor warrants items and services provided. The Contractor shall obtain and furnish to the U.S. Government all information that is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

1.1.16 Payment. The Contractor shall submit invoices as instructed by FAR 52.212-4(g). The U.S. Government will make payment monthly for all work under an individual task order in a lump sum for all completed and accepted work.

1.2 Continuation to SF-1449, Request for Quotations (RFQ) Number SJA800-16-Q-0003, Block 20, Schedule of Supplies/Services

1.2.1 General. The Contractor shall provide all labor, tools, equipment, materials, paints, supervision, and services, unless otherwise specified, to complete the work required herein. All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. All local labor standards for occupational safety and health apply to this construction contract.

1.2.2 Scope of Work. The Contractor shall re-paint/re-varnish interior of residential units and exterior surfaces as specified in the subsections 1.2.4 Paint Interior Surfaces and 1.2.5 Paint Exterior Surfaces for each of the Apartment Types. Location of work is at interior and exterior of any buildings in:

(a) Mitsui Housing Compound (including Mitsui Townhouses, Temple Townhouses, Perry, Harris, and Grew Towers, Daly hall, Gym, Community Center, Marine Security Guard Quarters (MSGQ), Domestic Employee Quarters (DEQ)) located at located at 2-1-1 Roppongi, Minato-ku, Tokyo;

(b) Deputy Chief of Mission (DCM) Residence, located at 1-ban Azabu Nagasaka-cho, Minato-ku, Tokyo; and

(c) Chancery and Ambassador Residence (EMR), located at 1-10-5 Akasaka, Minato-ku, Tokyo.

Unless otherwise specified by each Task Order, contract work shall be conducted in accordance with the working hours stated in subsection 1.1.7 Working Hours.

1.2.3 Specifications and Work Requirements. More than 80 percent of the task orders would be for interior painting work at the Mitsui Housing Compound during make-ready* period. Refer to subsection 1.1.3 Pricing for the estimated quantities and apartment types.

*Make-ready means when any apartment unit on the housing compound is vacated, the U.S. Government contracts other services such as painting, cleaning, and furniture replacement in preparation for the new occupant.

1.2.4 Paint Interior Surfaces

(a) Mitsui Housing Compound

(1) Each apartment for both regular apartment units (Type: 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 2G, 3A, 3B, 3C, 3D, 4A, 4B, T3, T4, M3, and M4) and Category apartment units (Type: I, IIA, IIB, IIC, and III) requires various colors as below with various glossiness. (Per apartment unit)

(2) Paint Type 1. Walls, ceiling, closet wall, shelves, balusters of stairs, fan coil unit covers, air grilles, and kitchen exhaust fan hood shall be re-painted with semi-gloss synthetic resin emulsion paint, V-FREE GLOSS from TOHPE or its equivalent. Paint color will be varied depending upon the room. (Per square meter)

(3) Paint Type 2. Doors with associated door frames shall be re-painted with gloss synthetic resin emulsion paint, V-FREE GLOSS from TOHPE or its equivalent. (Per one door/doorframe)

(4) Paint Type 3. Baseboard shall be re-painted with gloss synthetic resin emulsion paint, V-FREE GLOSS from TOHPE or its equivalent, unless replaced with new natural wood finished baseboard. For the rooms with new natural wood finished baseboard, the Contractor shall varnish with approved clear urethane coat. (Per linear meter)

(b) Chancery Building

(1) Paint Type 4. Walls, ceilings in the Office spaces shall be re-painted with flat synthetic resin emulsion paint, ARESU ECO CLEAN MAT from KANSAI PAINT or its equivalent. Paint color will be varied depending upon the rooms. (Per square meter)

(2) Paint Type 5. Metal ceiling grids in the Office spaces shall be re-painted with urethane base gloss paint, ECOHOLSE (F4) II from KANSAI PAINT or its equivalent. Paint color will be varied depending upon the rooms. (Per linear meter)

(3) Paint Type 6. Wood baseboards in the Office spaces shall be re-painted with urethane base gloss paint, ECOHOLSE (F4) II from KANSAI PAINT or its equivalent. Paint color will be varied depending upon the rooms. (Per linear meter)

(4) Paint Type 7. Doors with associated doorframes in the Office spaces shall be re-painted with urethane base gloss paint, ECOHOLSE (F4) II from KANSAI PAINT or its equivalent. Paint color will be varied depending upon the rooms. (Per one door/doorframe)

(5) Paint Type 8. Fan coil diffuser cover on ceiling in the Office spaces shall be re-painted with urethane base gloss paint, ECOHOLSE (F4) II from KANSAI PAINT or its equivalent. Paint color will be varied depending upon the rooms. (Per one cover)

(6) Paint Type 9. Round concrete pillars in the Office spaces shall be re-painted with urethane base gloss paint, ECOHOLSE (F4) II from KANSAI PAINT or its equivalent. Paint color will be varied depending upon the rooms. (Per one pillar)

(c) Minimum two coats of paint application are required for all type of interior paint. However, additional coat(s) will be required if the previous color shows through new paint coats. The additional coat(s) must be painted with no additional cost to the U.S. Government.

(d) The Contractor must cover the affected floor with plastic sheets and clean the wall and ceiling surfaces with wet or dry cloth as a preparation of painting work.

(e) The Contractor shall remove an interior door from the door frame and expose the bare wood surface of the door by using a plane to eliminate the excess paint thickness on the door or to fix the warped shape of the door. (Per one door of complete plane work)

1.2.5 Paint Exterior Surfaces

(a) Steel handrails and H=1100mm balusters installed at the balconies, the outside windows and balcony decks of Perry, Harris, Grew towers and at the balconies, the outside windows, balcony decks and courtyard of Temple, Mitsui townhouses and other handrails with balusters in Mitsui Housing Compound shall be re-painted with one coat of epoxy base - antirust primer paint EPOSABI MILD and two coats of polyurethane base gloss paint CLEAN MILD URETHANE from SK KAKEN or its equivalent. Apply de-natured caulking at the bottom of balusters. (Per linear meter of handrail)

(b) Any steel/metal surface shall be re-painted with one coat of epoxy base - primer paint EPOSABI MILD and two coats of urethane base gloss paint CLEAN MILD URETHANE from SK KAKEN or its equivalent. (Per square meter)

(c) Surfaces of balcony decks for Perry, Harris, Grew towers, Temple and Mitsui townhouses and other floor/deck surfaces in Mitsui Housing Compound shall be re-painted with approved, weather-resistant, heavy-duty, waterproof polyurethane resin gloss paint, ARCHI FLOOR UC SN-C2 from SK KAKEN or its equivalent. (Top coat only) (Per square meter)

Procedure: (when existing balcony slab is in a good condition and application of finish coat is required)

- (1) Clean surface with brush and cloth.
- (2) One coat of primer, ARCHI PRIMER.
- (3) Two finish coats, ARCHI ROOF #2000 - 0.3kg/square meter.

(d) Balcony wall and pillars in balcony of Perry, Harris, and Grew towers and other exterior surfaces in Mitsui Housing Compound shall be painted with ceramic silicone base stucco look non-gloss paint BELL-ART SERIES from SK KAKEN or its equivalent. Minimum two coats are required and the fine wave pattern shall be created on 2nd coat. (Per square meter)

Procedure:

- (1) Clean surface with brush and cloth.
- (2) One coat of clear sealer with roller.

(3) One coat of stucco style paint BELL-ART. Make smooth finish with trowel. Require minimum for 2 hours for the next step.

(4) One coat of stucco style paint BELL-ART. Create constant fine wave pattern as referred to the test sample in Harris 4014.

(e) Balcony wall, header above window sash, dropped beam and ceiling of Perry, Harris, and Grew towers and other exterior surfaces in Mitsui Housing Compound shall be painted with water-base ceramic fluorine resin semi-gloss paint, CERATIGHT SG-F from SK KAKEN or its equivalent. Coarse roller finish is required. (Per square meter)

Procedure:

- (1) Clean surface with brush and cloth.
- (2) One coat of water base surfacer, SOFT SURF SG with wool roller.
- (3) One coat of ceramic/fluoric base paint, CERATIGHT F with wool roller.
- (4) One coat of ceramic/fluoric base paint, CERATIGHT F with coarse roller (fine roller for ceiling surface).

(f) Foundation surfaces in Mitsui Housing Compound shall be painted with diatomite contained - granite look paint GRANITERIOR SERIES from SK KAKEN or its equivalent. (Per square meter)

Procedure:

- (1) Clean surface with brush and cloth.
- (2) One coat of primer with roller.
- (3) One base coat containing diatomite with spray gun (flat pattern).
- (4) One coat containing diatomite with spray gun and make pattern with trowel.
- (5) One silicone coat for dust protection.

(g) Scaffolding may be required in case of the Contractor needs to paint the high-wall or high-ceiling of a building that is unable to reach with a standard ladder. The Contractor must submit the sketch of scaffolding layout and receive an approval from COR before the assembling work.

- (1) 600X1800mm platform with cross-braced scaffolding. The unit price shall include the scaffolding materials, truck, transportation and assembling/disassembling cost. The assembled scaffolding must be remained at the work site until the painting work in a particular area is substantially completed.

(2) 600X1800mm platform with cross-braced scaffolding. The unit price shall include the scaffolding materials and the continuous activities of re-assembling and disassembling work by using the scaffoldings that are previously used for another building in the same land site.

1.2.6 Paint and Other Materials

(a) The Contractor shall furnish all the paint and other materials, unless otherwise specified, to complete the work required herein. All the materials to be used for the contracted work shall meet or exceed Japan Industrial Standards (JIS).

(b) The Contractor shall use synthetic resin emulsion paint, semi-gloss or gloss (JIS K-5663 or better), exterior paint (JIS A 6909), clear urethane (JIS K-5531) and weather resistant heavy-duty waterproof urethane resin paint (JIS A 6021). All materials should be lead-free. As requested, the Contractor shall submit the product data to the Contracting Officer's Representative (COR) for approval and verification.

(c) The Contractor shall use the paint colors directed by the COR. The paint colors may be changed during this contract period requested by the COR. Color of wall, ceiling, baseboard, doorjamb/header and door may not be the same.

1.2.7 Painting Work

(a) Lead-free painting material shall be used for all surfaces. VOC (Volatile Organic Compound) must be less than 1% for the interior paint.

(b) The work shall meet the requirements of Japanese Architecture Standard Specification (JASS).

(c) The painting work includes surface preparation, repair of defects in the existing surface.

(d) The selected portions of the interior and exterior surfaces shall be re-painted/re-varnished with two (2) coats at minimum. However, the additional coats will be required if the previous paint shows through the new paint layer.

1.2.8 Surface Preparation

(a) The Contractor shall remove all dirt, loose particles, contaminated coatings, grease, and oil from all surfaces to be re-painted.

(b) The Contractor shall repair scratches, nicks, cracks, and irregularities due to partial peeling of previous paint coatings.

(c) The Contractor shall sandpaper all the surfaces of the previously

painted coatings before application of new paint/clear lacquer; and scrape as necessary to remove loose coatings.

(d) The Contractor shall remove metal hardware in the walls such as pins, hooks, screws, washers, etc. and patch the holes and smooth out with approved putty.

(e) The Contractor shall remove wall-mounted items such as telephone and power outlet covers readily detachable by removable fasteners as screws and bolts to expose the surfaces underneath for painting. Following completion of painting, the Contractor shall reinstall removed items utilizing workmen skilled in the trades involved for such removal and reinstallation.

1.2.9 Protection of Work and Clean Up

(a) Work Protection. All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the U.S. Government.

(b) Furniture Protection. The Contractor shall be responsible for protecting furniture in the work area from any damages given in performing all work covered by this Contract. In advance of painting, the Contractor shall cover furniture in the work area with plastic sheet to protect from dirt, dust, paint splatter, and any other foreign particles.

(c) Cleaning. On completion of re-painting/re-varnishing work of the interior and exterior surfaces, the Contractor shall thoroughly clean the entire work area in broom-clean conditions prior to turnover to the U.S. Government.

(d) Debris Disposal. The Contractor shall dispose of all debris generated/left over from the contracted work outside the Mitsui Housing Compound in accordance with applicable local codes for industrial waste disposal.

1.2.10 Hazardous Materials. The Contractor shall provide the COR a hazardous material (HM) inventory and material safety data sheets (MSDS), see Attachment 2 - Hazard Assessment Sheet, in English before such HM comes to the work site.

1.2.11 Contractor's Personnel. The Contractor shall provide a qualified work force capable of providing the services specified in this contract. The Contractor shall ensure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.

1.2.12 Schedule of Work

a. Schedule of Work. Unless otherwise specified by the COR, normally the contracted work shall be performed for the buildings in the -

(1) Mitsui Housing Compound on Monday through Friday from 08:30 to 17:30 hours, excluding both U.S. and Japanese holidays observed by the U.S. Embassy Tokyo; and

(2) Chancery building on Saturday and Sunday from 08:30 to 17:30 hours, including both U.S. and Japanese holidays observed by the U.S. Embassy Tokyo.

b. The Contractor shall paint up to four (4) units simultaneously during the busiest season.

1.2.13 Contractor's Submittal

(a) Whenever proposing use of a new product, the Contractor shall submit paint material samples for the COR's approval at least 15 calendar days prior to the scheduled paintings.

(b) The Contractor shall submit the certificate stating lead-free content in the paint.

1.2.14 Completion of Work. The maximum allowable time for the completion of work on each Task Order shall be determined from the following specified timetable:

Specified Timetable

<u>Apartment Type (28 types)</u>	<u>Maximum Allowable Workdays</u>
HG-1A, P-1A, P-1B, P-1C, P-1D	Four calendar days
PHG-2A/2B/2C/2D/2F/2G, P-2E	Five calendar days
PHG-3A/3D, P-3B, HG-3B, P-3C	Six calendar days
HG-4A, P-4B, HG-4B	Seven calendar days
PHG-III, P-IIA, HG-IIA, P-IIB HG-IIB, HG-IIC, PHG-I	Eight calendar days
M-3	Six calendar days
M-4	Seven calendar days
T-3	Six calendar days
T-4	Seven calendar days

Legend: P - Perry Tower, HG - Harris and Grew Tower, PHG - Perry, Harris and Grew Tower, M - Mitsui Townhouses, and T - Temple Townhouses.

1.2.15 Liquidated Damages. If the Contractor fails to complete each delivery order within the time specified in the contract, or any extension, the Contractor shall pay to the U.S. Government as liquidated damages, the amounts shown in the Table below for each day of delay.

Liquidated Damages Table

Liquidated Damages Per Calendar Day: \$300.00 or its equivalent in Japanese Yen

1.2.16 Furniture Moving. All furniture moving work is included in this contract, except for office modular furniture. The Contractor shall be responsible for protecting furniture in the work area from any damages given in performing all the contracted work.

1.2.17 Inspection and Acceptance by the Contracting Officer's Representative (COR). The COR has a right to inspect and test all the contracted work in progress either completed, therefore, the Contractor shall accept the inspections by the COR. If any of the work does not conform to the contract requirements and specifications, the U.S. Government may require the Contractor to perform the services again in conformity with the contract requirements and specifications, at no additional cost to the U.S. Government.

1.2.18 Guarantee. The Contractor shall guarantee all the work completed under this contract against any defects resulting from the Contractor's performance and/or Contractor furnished materials for the period of one year after final inspection and acceptance of the work by the COR. During the guarantee period of one year, any found defects attributed to the Contractor's responsibilities shall be corrected by the Contractor accordingly at no additional cost to the U.S. Government.

1.2.19 Safety. The Contractor shall supply proper industrial blower(s) to forcefully exhaust the paint fumes out from the working space. Minimum one blower is required in one working space. The Contractor shall keep windows wide-open during the painting work. The Contractor shall read the attached "Healthy Indoor Painting Practices" and instruct it to the sub workers.

1.2.20 Quality Assurance and Surveillance Plan (QASP). This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Schedule of Supplies/Services	Performance Threshold
<p>Services. The Contractor shall perform all painting services set forth in the Schedule of Supplies/Services under subsection 1.2.</p>	<p>Subsections 1.2.1 through 1.2.19.</p>	<p>All required services are performed and no more than two customer complaints are received per month.</p>

Section 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4, Contract Terms and Conditions - Commercial Items (MAY 2015), is incorporated by reference (see SF-1449, block 27a).

"None."

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) Reserved.
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) Reserved.
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.

- ___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (ii) Alternate I (JAN 2011) of 52.219-4.
- ___ (13) Reserved.
- ___ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ___ (ii) Alternate I (Nov 2011).
- ___ (iii) Alternate II (Nov 2011).
- ___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (Oct 1995) of 52.219-7.
- ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Oct 2001) of 52.219-9.
- ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (iv) Alternate III (Oct 2014) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- ___ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- √ ___ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter

78 and E.O. 13627).

___ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (39) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

√ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

___ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).

___ (42) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

√ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

√ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

√ (50) 52.232-33, Payment by Electronic Funds Transfer-System

for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for

examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(xi)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter

78 and E.O 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

2.2 Addendum to Contract Clauses - FAR and DOSAR Clauses not Prescribed in Part 12

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: <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> 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 (FAR) clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-12	Data Universal Numbering System Number Maintenance (DEC 2012)

- 52.204-13 System for Award Management Maintenance (JUL 2013)
- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance - Work on a Government Installation (JAN 1997)
- 52.229-6 Foreign Fixed Price Contracts (FEB 2013)
- 52.232-39 Unenforceability of Unauthorized Obligations (JUNE 2013)
- 52.236-2 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)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.204-9 Personal Identification Verification of Contractor Personnel (JAN 2011)

The following FAR clauses are provided in full text:

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued verbally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 Order Limitation (OCT 1995)

(a) Minimum Order. When the U.S. Government requires supplies or services covered by this contract in an amount of less than \$5,000 or its equivalent in Japanese Yen, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) any order for a single item in excess of \$245,000 or its equivalent in Japanese Yen;

(2) any order for a combination of items in excess of \$245,000 or its equivalent in Japanese Yen; or

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

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

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

FAR 52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

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

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

FAR 52.217-8 Option to Extend Services (NOV 1999)

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

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

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

The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance (MAY 2011)

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

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

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 email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (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.

DOSAR 652.216-70 Ordering - Indefinite-Delivery Contract (APR 2004)

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

- (a) The Optional Form 347, Order for Supplies or Services, and Optional Form 348, Order for Supplies or Services Schedule - Continuation; or,
- (b) The DS-2076, Purchase Order, Receiving Report and Voucher, and DS-2077, Continuation Sheet.

DOSAR 652.232-70 Payment Schedule and Invoice Submission
(Fixed-Price) (AUG 1999)

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

(The U.S. Government will provide the winner of the contract
an electronic funds transfer (EFT) form to fill out.)

DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave (APR 2004)

- (a) The Department of State observes the following days as holidays: (Note: Due to changes in observance of Japanese holidays each year, the holidays listed below are for reference only.)

U.S. Federal Holidays;

*1st January (New Year's Day),
third Monday in January (Martin Luther King, Jr. Day),
third Monday in February (President's Day),
last Monday in May (Memorial Day),
4th July (Independence Day),
first Monday in September (Labor Day),
*second Monday in October (Columbus Day),
11th November (Veteran's Day),
fourth Thursday in November (Thanksgiving Day), and
25th December (Christmas Day).

Japanese National Holidays;

*1st January (New Year's Day or Ganjitsu),
second Monday in January (Adult's Day or Seijin-no-hi),
11th February (National Foundation Day or Kenkoku Kinen-no-hi),
20th March (Spring Vernal Equinox Day or Shunbun-no-hi),
29th April (Showa-no-hi),
3rd May (Constitution Day or Kenpou Kinen-bi),
4th May (Greenery Day or Midori-no-hi),
5th May (Children's Day or Kodomo-no-hi),
third Monday in July (Marine Day or Umi-no-hi),
11th August (Mountain Day or Yama-no-hi),
third Monday in September (Respect for the Aged Day or
Keirou-no-hi),
22nd September (Autumn Vernal equinox Day or Shuubun-no-hi),
*second Monday in October (Health Sports Day or Taiiku-no-hi),
3rd November (Culture Day or Bunka-no-hi),
23rd November (Labor Thanksgiving Day or Kinrou Kanshya-no-hi),
and
23rd December (Emperor's Birthday or Tennou Tanjou-bi)

*Day that holiday overlaps in both countries.

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

(b) When any such day falls on a Saturday or Sunday, the following
Monday is observed. Observance of such days by Government
personnel shall not be cause for additional period of performance
or entitlement to compensation except as set forth in the contract.

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 Supervisor at the U.S. Embassy in Tokyo, Japan.

DOSAR 652.225-71 Section 8(A) of the Export Administration Act of 1979, As Amended (AUG 1999)

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

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

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

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

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

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

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

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

(1) Complying or agreeing to comply with requirements:

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

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

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

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

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

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

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

of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

DOSAR 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.

DOSAR 652.229-70 Excise Tax Exemption Statement for Contractors within the United States (JUL 1988)

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

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

Section 3: Solicitation Provisions

3.1 Solicitation Provisions

FAR 52.212-1, Instructions to Offerors - Commercial Items (APR 2014) is incorporated by reference (see SF-1449, block 27a).

Addendum to 52.212-1: none

3.2 Summary of Instructions

The quoter shall complete and submit one original copy of the following:

(a) Volume 1 - Standard Form 1449 (SF-1449). Volume 1 consists of completion of blocks 17a, 30a, 30b, and 30c of the form.

(b) Volume 2 - Prices. Volume 2 consists of subsection 1.1.3 Pricing on pages 5 through 7 of the RFQ.

(c) Volume 3 - Representations and Certifications. Volume 3 consists of Section 5: Representations and Certifications (complete all portions that are applicable) of the RFQ.

Submit the complete quotation by mail or hand-deliver to the address indicated below by no later than 4:00 p.m., Wednesday, January 13, 2016 (local time). No quotations will be accepted after this time, and no electronic quotations shall be accepted.

U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Attn: Contracting Officer
(RFQ No. SJA800-16-Q-0003)

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this RFQ shall be identified and explained/justified in the appropriate volume of the quote.

3.3 Addendum to Solicitation Provisions - FAR and DOSAR Provisions not Prescribed in Part 12

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. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html> or,
<http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (JUL 2013)
52.204-16	Commercial and Government Entity Code Reporting (NOV 2014)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (DEC 2012)
52.237-1	Site Visit (APR 1984) The site visit will be held on Monday, December 21, 2015, from 2:00 p.m. to on/about 3:30 p.m. at the Mitsui Housing Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo. Prospective offerors should provide a list of attendee(s) with individual name(s) and company name, including telephone/fax numbers and e-mail address, to Mr. Jin Yoshikawa via facsimile at fax number 03-3224-5179 or e-mail at YoshikawaJX@state.gov to arrange entry to the sites. Participants shall meet at the Grew Gate of the Mitsui Housing Compound.

The following DOSAR provision is provided in full text:

DOSAR 652.206-70 Competition Advocate/Ombudsman (AUG 1999)
(DEVIATION)

(a) The Department of State's Competition Advocate 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 to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

(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, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman
U.S. Department of State
A/OPE
SA-15, Room 1060
Washington, DC 20522-1510

Section 4: Evaluation Factors

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed quotation per subsection 3.2 Summary of Instructions.

The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the quoted unit price times the estimated quantity in subsection 1.1.3 Pricing and arriving at a grand total.

Although the award is to be made to the lowest priced quoter, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the quoter is a responsible contractor. Failure of a quoter to comply with a request for this information may cause the U.S. Government to determine the quoter to be non-responsible.

The U.S. Government will determine quoter acceptability will be determined by assessing the quoter's compliance with the terms of the RFQ.

The U.S. Government will determine quoter responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

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

Discussions. The U.S. Government intends to evaluate quotes and award the contract without discussions with quoters. Therefore, the quoter's initial quote should contain the quoter's best terms from a price standpoint. However, the U.S. Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The U.S. Government may reject any or all quotes if such action is in the public interest; accept other than lowest quote; and waive informalities and minor irregularities in quotes received.

Section 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(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. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"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).

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry

Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

"Sensitive technology"-

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

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as

defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) 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

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); 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 paragraphs (1)(i) and (ii) of this definition.

"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.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"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.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b) (2) of this provision do

not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in 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 paragraphs

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. 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. 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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

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

(3) Service-disabled veteran-owned small business concern. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c) (2) of this provision.]* The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. *[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 small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. *[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 business concern.

(6) WOSB concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c) (5) of this provision.]* The offeror represents that-

(i) It ___ is, ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB

Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (6) (i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c) (6) of this provision.*] The offeror represents that-

(i) It ___ is, ___ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c) (7) (i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c) (8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c) (1) of this provision.*] The offeror represents that it ___ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(10) HUBZone small business concern. [*Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies

with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (*Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.*)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products,

i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (1) (ii) or (g) (1) (iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

Line Item No.	Country of Origin

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g) (1) (ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No. Country of Origin

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian End Products:

Line Item No.

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Canadian or Israeli End Products:

Line Item No. Country of Origin

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

(g) (1) (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(5) Trade Agreements Certificate. (*Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.*)

(i) The offeror certifies that each end product, except those listed in paragraph (g) (5) (ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (*Applies only if the contract value is expected to exceed the simplified acquisition threshold.*) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h) (2) of this clause; and

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at.*]

(1) Listed end products.

Listed End Product Listed Countries of Origin

(2) Certification. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

___(i) The offeror will not supply any end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___(ii) The offeror may supply an end product listed in paragraph (i) (1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (*Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.*) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.*]

___(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c) (1). The offeror does does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c) (2) (ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

___(2) Certain services as described in FAR 22.1003-4(d) (1). The offeror ___ does ___ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are,

or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 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.

(3) 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 United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) 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 _____.
- (5) Common parent.
- ___ Offeror is not owned or controlled by a common parent;
 - ___ Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) 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.

(2) Representation. By submission of its offer, the offeror represents that-

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o) (3) of this provision, by submission of its offer, the offeror-

- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
- (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
- (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o) (2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it ___has or ___does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

___Yes or ___No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

5.2 Addendum to Representations and Certifications - DOSAR Provisions not Prescribed in Part 12

The following DOSAR provisions are provided in full text:

DOSAR 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.

Note to Offeror: If the offeror has indicated "yes" in blocks (a) (1), (2), or (3) of the following provision, the offeror shall include Defense Base Act (DBA) insurance costs covering those employees in their proposed prices. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>.

DOSAR 652.228-70 Defense Base Act - Covered Contractor Employees (JUN 2006)

(a) Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws		Local Nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of Japan -

Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the offeror has indicated "yes" in block (a) (4) of this provision, the offeror shall not purchase Defense Base Act insurance for those employees. However, the offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) Reserved.

DOSAR 652.209-79 Representation By Corporation Regarding An Unpaid Delinquent Tax Liability Or A Felony Criminal Conviction Under Any

Federal Law (SEPT 2014) (Deviation per PIB 2014-21)

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that -

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) 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 has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that-

(1) It is[] is not[] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) 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.

Attachment 1 - Sample Task Order Form

ORDER FOR SUPPLIES OR SERVICES						PAGE 1	OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.								
1. DATE OF ORDER <i>(to be determined)</i>		2. CONTRACT NO. <i>(If any)</i> <i>(to be determined)</i>		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Embassy				
5. ISSUING OFFICE <i>(Address correspondence to)</i> U.S. Embassy				b. STREET ADDRESS 1-10-5 Akasaka				
7. TO:				c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-0052	
				f. SHIP VIA				
a. NAME OF CONTRACTOR <i>(to be determined)</i>		b. COMPANY NAME		8. TYPE OF ORDER				
c. STREET ADDRESS		d. CITY		e. STATE		f. ZIP CODE		
9. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated at the time an order is placed.				10. REQUISITIONING OFFICE Facility Management Office				
11. BUSINESS CLASSIFICATION <i>(Check appropriate box(es))</i> <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED								
12. F.O.B. POINT Destination		13. PLACE OF		14. GOVERNMENT B/L NO. n/a		15. DELIVER TO F.O.B. POINT ON OR BEFORE <i>(Date)</i> Indefinite		
a. INSPECTION See Block 6.		b. ACCEPTANCE See Block 6.		16. DISCOUNT TERMS Net 30				
17. SCHEDULE <i>(See reverse for Rejections)</i>								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order Pursuant to the authority of FAR 52.216-18 Ordering, the Contractor shall perform painting services for the following location(s) in accordance with terms and conditions of the contract, effective the start of performance through the completion and final acceptance of the work: <i>(to be determined)</i>							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Financial Management Officer							17(i) GRAND TOTAL
	b. STREET ADDRESS <i>(or P.O. Box)</i> 1-10-5 Akasaka							
c. CITY Minato-ku, Tokyo		d. STATE		e. ZIP CODE 107-8420				
22. UNITED STATES OF AMERICA BY <i>(Signature)</i> ►					23. NAME <i>(Name of Contracting Officer)</i> TITLE: CONTRACTING/ORDERING OFFICER			

Attachment 2 - Hazard Assessment Sheet

Project:**Scheduled Start Date:****Scheduled Completion Date:****Determine Significant Hazards****Safety Hazards - hazards caused by equipment, unsafe working conditions or work practices.**

- | | |
|--|--|
| <input type="checkbox"/> abrasive wheels | <input type="checkbox"/> people carriers |
| <input type="checkbox"/> animal attacks | <input type="checkbox"/> power and hand tools/equipment |
| <input type="checkbox"/> battery charging | <input type="checkbox"/> rotating equipment |
| <input type="checkbox"/> confined spaces | <input type="checkbox"/> scaffolds |
| <input type="checkbox"/> cranes/hoists | <input type="checkbox"/> slippery walking and working Surfaces |
| <input type="checkbox"/> electrical hazards | <input type="checkbox"/> storage areas/warehouses |
| <input type="checkbox"/> forklifts | <input type="checkbox"/> underground work |
| <input type="checkbox"/> inadequate housekeeping | <input type="checkbox"/> vehicle hazards |
| <input type="checkbox"/> inadequate machine guarding | <input type="checkbox"/> violence (eg. unlit parking lots) |
| <input type="checkbox"/> ladders or personnel lifts | <input type="checkbox"/> working with the public |
| <input type="checkbox"/> material handling systems | |

 others. List them**Physical Hazards**

- | | |
|---|---|
| <input type="checkbox"/> electricity | <input type="checkbox"/> lasers |
| <input type="checkbox"/> lighting | <input type="checkbox"/> noise pressure radiation |
| <input type="checkbox"/> temperature extremes | <input type="checkbox"/> vibration |
| <input type="checkbox"/> x-rays | |

 others. List them.**Chemical Hazards**

- | | |
|---|--|
| <input type="checkbox"/> acrylonitrile | <input type="checkbox"/> fire/explosions |
| <input type="checkbox"/> anesthetic gases | <input type="checkbox"/> isocyanates |
| <input type="checkbox"/> arsenic | <input type="checkbox"/> lead |
| <input type="checkbox"/> benzene | <input type="checkbox"/> mercury |
| <input type="checkbox"/> cancer causing agents | <input type="checkbox"/> personal protective equipment |
| <input type="checkbox"/> cleaning products/detergents | <input type="checkbox"/> silica |
| <input type="checkbox"/> coke oven emissions | <input type="checkbox"/> solvents |
| <input type="checkbox"/> compressed gases | <input type="checkbox"/> vapors |
| <input type="checkbox"/> disinfectants/antiseptics | <input type="checkbox"/> vinyl chloride |
| <input type="checkbox"/> drugs | <input type="checkbox"/> wastes |
| <input type="checkbox"/> ethylene oxide | |

 others. List them

Biological Hazards

- | | |
|--|------------------------------------|
| <input type="checkbox"/> allergies | <input type="checkbox"/> insects |
| <input type="checkbox"/> animal bites | <input type="checkbox"/> parasites |
| <input type="checkbox"/> bacteria | <input type="checkbox"/> plants |
| <input type="checkbox"/> bird and bat feces | <input type="checkbox"/> sunlight |
| <input type="checkbox"/> bodily fluids | <input type="checkbox"/> viruses |
| <input type="checkbox"/> fungi (mould) | |
| <input type="checkbox"/> human/animal waste | |
|
<input type="checkbox"/> others. List them | |

Ergonomic Hazards - hazards caused by anatomical, physiological, and psychological demands on the worker.

- | | |
|---|--|
| <input type="checkbox"/> awkward postures | <input type="checkbox"/> prolonged standing |
| <input type="checkbox"/> manual material handling | <input type="checkbox"/> repetitive work |
| <input type="checkbox"/> pace of work | <input type="checkbox"/> shift work |
| <input type="checkbox"/> poorly designed equipment | <input type="checkbox"/> using force |
| <input type="checkbox"/> poorly designed tools | <input type="checkbox"/> workload (overload/underload) |
| <input type="checkbox"/> poorly designed workstations | <input type="checkbox"/> work organization |
| <input type="checkbox"/> prolonged sitting | |
|
<input type="checkbox"/> others. List them. | |

Do you put controls in place for the hazards you have identified?

- Yes No

If Yes, please list controls:

If No, please explain:

Your Name

Company Name

Date



Regional Security Office Tokyo Security Form

Please type or write in legible block letters.

Use number 19 if you need extra space for your detailed answers.

和文・英文両方で明確に書いて下さい。英文に関しては、タイプするか活字体で記入して下さい。

(記入欄が不足した場合には、設問19にそれぞれの番号を付した上、ご記入ください。)

1. Name

氏名

_____/_____/_____
(LAST /苗字) (First/名前) (Middle)

2. Alias/Maiden name

別姓・旧姓

3. Date of Birth

生年月日

Year

年

Month

月

Day

日

4. Nationality 国籍

5. Marital Status 婚暦

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single 独身	Married 婚姻	Widowed 寡婦/夫	Divorced 離婚

6. Place of Birth (City/State) 出生地(都道府県/区市町村)

7. Permanent

Address

本籍地

8. Present Address

現住所

〒 _____

9. TEL :

CELL:

EMAIL:

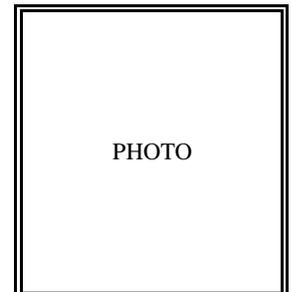
10. Previous addresses of past 7 years. From present to past. (過去7年間の住所を新しい順に。)

Duration 期間

Address 住所

(例'98年4月～'00年9月

〒107-0051 東京都港区赤坂1-10-5)



11. Last Education (最終学歴)

DATES	NAME OF SCHOOL	DEPARTMENT, MAJOR	ADDRESS
～			
期間	学校名	学部・学科	住所
～			

12. Employments of past 7 years. From present to past. (過去7年間の職業。新しい順に)
(From/ To/ Name of Company / Address, 期間/会社名/所在地)

Dates/期間	Name of Company/ 就業先名	Address and Phone Number/ 住所、電話番号
～		
～		
～		
～		
～		
～		

13. Biological Sketch (Parents, Spouse, Children, Siblings, In-Laws)

家族構成(両親、配偶者、子供、兄弟姉妹、義父母)

Name	Relationship	DOB	Nationality	Occupation (Detailed)	Residence(City,Country)
名前	関係	生年月日	国籍	職業(具体的に)	居住地(町, 国)
	父 (Father)				
	母 (Mother)				

14. Three References residing in Japan: **Do not include family or relatives.**

(日本在住の参考人3名、住所と電話番号。家族及び親戚を除く。)

Name / 名前	Address / 住所
勤務先, 就学先名	郵便番号 Telephone/ 電話番号
	〒
	〒
	〒

15. Travel History (List your overseas travel in the last 7 years, start with most recent one.) 渡航歴 (現在から過去7年まで遡って記入してください。)				
Country 国名	DATES 期間		Type of Visa ビザ	Purpose 目的
	From	To		

16. Health Conditions 健康状態 (If answer is "YES" please give details under Item #19.) "YES" の回答があれば、設問19に詳細を書き込んでください。			YES	NO
Have you now or have you ever had any physical limitations? 過去に身体的制約 (ハンディキャップ) を持っていた、もしくは現在持っていますか?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are you now under a physician's care? 現在、医師にかかっていますか?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had a nervous disorder? 神経系疾患を患った事がありますか?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had tuberculosis? 結核を患った事がありますか?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Within the past 12 months, have you used intoxicating beverages or drug to excess? 過去12ヶ月内で酒類や薬物を過剰に摂取しましたか?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do you have a drug, narcotic or alcohol addiction? 薬物、麻薬もしくはアルコール依存の症状がありますか?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. Have you ever been arrested or detained by any police or military authority? If so, name the authority, give the time, place and reason for arrest or detention and the disposition of court action.
警察に逮捕されたことがありますか? あれば警察名、年月日、場所、理由、処分等を記入してください。

18. Draw a map of your residence to the nearest train station using the space below.
最寄りの駅より自宅までの地図を詳細に書いて下さい。

19. Use this space for detailed answers. Number answers to correspond with the questions. Use extra blank pages, if necessary.

空欄を使用し、設問の番号と共に回答の詳細を記入してください。必要であれば空白のページを追加して下さい。

This is to certify that the information provided herein is true to the best of my knowledge.
以上相違ありません。

Signature (署名)

Date (日付)