Embassy of the United States of America

Tokyo, Japan

February 12, 2016

Dear Prospective Offerors:

Subject: Solicitation Number SJA800-16-R-0005
(IDIQ) Wood Floor Replacement 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 indefinite-delivery indefinite-quantity (IDIQ) type contract for wood floor replacement services for U.S. Embassy apartment compound in Tokyo, Japan.

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 proposal on this project, follow the instructions in Section L 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 offerors with a uniform explanation of requirements, the Embassy will hold a pre-proposal conference and site visit, as follows:

Date: Thursday, February 25, 2016
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, Tuesday February 23, 2016 (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, offerors may submit questions (in English) in regard to this solicitation by 12:00 noon, Monday, February 29, 2016 (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. Proposals

Proposals must be submitted in a sealed envelope marked "Proposal Enclosed" and received by no later than **4:00 p.m., Monday, March 14, 2016 (local time)** at the address shown below. No proposals will be accepted after this time and no electronic proposals shall be accepted.

U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Attn: Contracting Officer
(Solicitation No. SJA800-16-R-0005)

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

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

Sincerely,

Adham Z. Loutfi
Contracting Officer

Enclosure:
Solicitation SJA800-16-R-0005

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	SJA800-16-R-0005	[ ] SEALED BID (IFB) [✓] NEGOTIATED (RFP)	February 12, 2016	1 53

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	PR5035968 / PR5024220	

7. ISSUED BY CODE	8. ADDRESS OFFER TO
GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan	See Item 7.

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (*NO COLLECT CALLS*)
➔	Jin Yoshikawa	03-3224-5756

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

Section A: Solicitation, Offer, and Award*
**This is the Standard Form 1442, i.e. pages 1 and 2 of this document.*
Section B: Supplies or Services and Prices/Costs
Section C: Description/Specifications/Work Statement
Section D: Packaging and Marking
Section E: Inspection and Acceptance
Section F: Deliveries or Performance
Section G: Contract Administration Data
Section H: Special Contract Requirements
Section I: Contract Clauses
Section J: List of Attachments
Section K: Representations, Certifications, and Other Statements of Offerors
Section L: Instructions, Conditions, and Notices to Offerors
Section M: Evaluation Factors for Award

Attachment J-1 - Statement of Work
Attachment J-2 - Government Furnished Property
Attachment J-3 - Sample Task Order Form
Attachment J-4 - Personal History Statement

11. The Contractor shall begin performance within <u>three working days</u> after receipt of Task Order and complete <u>(see subsection B.4.4)</u> after work commencement.
This performance period is [✓]mandatory, [ ]negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE OR PAYMENT BOND?	12B. CALENDAR DAYS AFTER CONTRACT AWARD
[ ]YES, [✓]NO	**N/A**

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in one original to perform the work required are due at the place specified in Item 8 by <u>4:00 p.m., Monday, March 14, 2016 (local time)</u>. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [ ]is, [✓]is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days for Government acceptance after the date offers/quotes are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	**15. TELEPHONE AND FAX NUMBERS** *(Include area code)*
DUNS No.:	**16. REMITTANCE ADDRESS** *(Include only if different than Item 14)*
CODE FACILITY CODE	

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

AMOUNTS →

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	**20B. SIGNATURE**	**20C. OFFER DATE**

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED

Subsection B.3.2 Base Year

22. AMOUNT	**23. ACCOUNTING AND APPROPRIATION DATA**
¥0	Fiscal data will be provided on task orders placed against this IDIQ contract.

24. SUBMIT ONE ORIGINAL INVOICE TO ADDRESS SHOWN IN →	ITEM 27	**25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO** ☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY **CODE** GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420		**27. PAYMENT WILL BE MADE BY** Financial Management Center U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ **28. NEGOTIATED AGREEMENT** *(Contractor is required to sign this document and return one copy to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	☐ **29. AWARD** *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	**31A. NAME OF CONTRACTING OFFICER** Adham Z. Loutfi

30B. SIGNATURE	**30C. DATE**	**31B. UNITED STATES OF AMERICA** **BY**	**31C. AWARD DATE**

Section B: Supplies or Services and Prices/Costs

B.1 Scope of Services. The Contractor shall provide personnel, supplies, materials, and equipment for performing wood floor replacement services for the Temple Townhouse of U.S. Embassy apartment compound (also known as the Mitsui Housing Compound), located at 2-1-1 Roppongi, Minato-ku, Tokyo, Japan, as described in Section C of this contract and the attachments in Section J: List of Attachments.

B.2 Type of Contract

(a) This is an indefinite-delivery, indefinite-quantity (IDIQ) type contract for obtaining wood floor replacement services. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see subsection B.4.3 and Attachment J-3 - Sample Task Order Form).

(b) The contract will be for a one-year period from the date specified in Notice to Proceed, with one one-year option. The U.S. Government guarantees a minimum order of $10,000 or its equivalent in Japanese Yen worth of services in two years. The maximum amount of services ordered will not exceed $245,000 or its equivalent in Japanese Yen worth of services in two years.

B.3 Prices/Costs

(a) The prices will include all work, including furnishing all labor, materials, equipment, and services, unless otherwise specified in subsection B.4.4. The prices listed below shall include, but not limited to, all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, and disposal fee of removed materials.

(b) U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the 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)

B.3.1 Currency. All prices shall be in Japanese Yen.

B.3.2 Base Year (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months).

The estimated quantity, unit price, and estimated total for each category are:

(for evaluation purposes only)

Line Item	Description	*Estimated Quantity	x	Unit Price	=	Estimated Total
01	Wood Flooring Replacement on floor, thresholds and baseboard installation including the 30-kilogram weight distribution and wax application (square meter)	500		¥_____/sqm		¥_____
02	Wood Flooring Replacement for stairs and the associated landing including backing adjustment with steel plate and plywood (square meter)	30		¥_____/sqm		¥_____
03	Concrete Slab Surface Preparation (square meter)	500		¥_____/sqm		¥_____
04	Replacement of Plywood for the 1st floors of Temple Townhouses (square meter)	50		¥_____/sqm		¥_____
05	Wood Floor Refinishing of Threshold under entrance door (one-900-mm threshold)	15		¥_____/threshold		¥_____
06	Ceramic tiles at entrances (square meter)	20		¥_____/sqm		¥_____

Estimated Grand Total for Base Year: ¥_____

B.3.3 First Option Year (starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months).

The estimated quantity, unit price, and estimated total for each category are:

Line Item	Description	*Estimated Quantity	x	Unit Price	=	Estimated Total *(for evaluation purposes only)*
01	Wood Flooring Replacement on floor, thresholds and baseboard installation including the 30-kilogram weight distribution and wax application (square meter)	500		¥_____/sqm		¥_____
02	Wood Flooring Replacement for stairs and the associated landing including backing adjustment with steel plate and plywood (square meter)	30		¥_____/sqm		¥_____
03	Concrete Slab Surface Preparation (square meter)	500		¥_____/sqm		¥_____
04	Replacement of Plywood for the 1st floors of Temple Townhouses (square meter)	50		¥_____/sqm		¥_____
05	Wood Floor Refinishing of Threshold under entrance door (one-900-mm threshold)	15		¥_____/threshold		¥_____
06	Ceramic tiles at entrances (square meter)	20		¥_____/sqm		¥_____

Estimated Grand Total for First Option Year: ¥_____

B.3.4 Estimated Grand Total Prices

Base Year Prices (B.3.2): ¥_____

First Option Year Prices (B.3.3): ¥_____

Estimated Grand Total Prices: ¥_____

B.4 Ordering. The U.S. Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the effective date of the contract until the end of the "Period of Performance" (see subsection F.3). All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 Issuance of Task Orders. The Contracting Officer may issue task orders orally but will be confirm them in writing within three days.

B.4.2 Survey of Property. Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the Contracting Officer’s Representative (COR) or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 Contents of Task Orders. The Contracting Officer shall issue task orders for wood floor replacement services on an as-needed basis. See Attachment J-3 - Sample Task Order Form. Task orders shall include, but not limited to:

a. date of order;
b. contract number;
c. task order number;
d. location of property to be replaced;
e. quantity of work (square meters); and
f. unit price and total amount.

B.4.4 Completion Date

(a) The U.S. Government may require the Contractor to work in as many as three apartment units simultaneously. The Contractor shall complete all services on individual apartment unit:

(1) within five working days if effective areas are equal to or less than 50 square meters;

(2) within six working days if effective areas are equal to or less than 75 square meters; or

(3) within seven working days if effective areas are more than 75 square meters,

after work commencement. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

(b) The time period specified above may be shortened if mutually agreed to by the Contractor and the U.S. Government.

(c) The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

Section C: Description/Specifications/Statement of Work

Character and Scope of Work. The Contractor shall furnish and install all materials, except materials/properties listed under Attachment J-2 - Government Furnished Property, required by this contract. The Statement of Work is set forth in Section J as Attachment J-1 - Statement of Work.

Section D: Packaging and Marking

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

Mitsui Housing Compound
Attn: Facility Management Office
2-1-1 Roppongi
Minato-ku, Tokyo 106-0032
Japan

Section E: Inspection and Acceptance

E.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following 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. Please note 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 access 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.

E.2 The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

Clause	Title and Date
52.246-4	Inspection of Services – Fixed Price (AUG 1996)
52.246-12	Inspection of Construction (AUG 1996)

Section F: Deliveries or Performance

F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following 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. Please note 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 access 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.

F.2 The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference (48 CFR CH. 1):

Clause	Title and Date
52.242.14	Suspension of Work (APR 1984)
52.242-15	Stop-Work Order (AUG 1989)
52.242-17	Government Delay of Work (APR 1984)
52.211-12	Liquidated Damages – Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the U.S. Government in the amount of ¥50,000 for each calendar day of delay until the work is completed or accepted.

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

F.3 Period of Performance. The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with one one-year option to renew. The initial period of performance includes any transition period authorized under the contract.

F.4 Deliverables. The Contractor shall deliver the following items:

Description	Quantity	Delivery Date	Deliver To:
H.4.3 Evidence of Insurance	1	10 days after award	CO
H.10 Safety Plan	1	10 days after award	COR
H.12.2 Personal History Statement	1	10 days after award	COR

F.4 Reserved

F.5 Acceptance of Schedule. When the U.S. Government has accepted any time schedule, it shall be binding on the Contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(a) extend the completion date or obligate the Government to do so,

(b) constitute acceptance or approval of any delay, nor

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

F.6 Notice of Delay. The Contractor shall notify the U.S. Government if the Contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than 10 days following the first occurrence of event giving rise to the delay or prospective delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 Notice to Proceed

(a) Following receipt from the Contractor of evidence of insurance within the time specified in SECTION H of this contract, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of evidence of insurance. Issuance of a Notice to Proceed by the U.S. Government

before receipt of the required insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

F.8 Working Hours. The Contractor shall perform all work during the hours between 08:30 and 17:30, Monday through Friday, excluding U.S. and Japanese holidays observed by the U.S. Embassy Tokyo (see DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave under Section I for reference). The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 Excusable Delays. The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

(1) acts of God or of the public enemy,
(2) acts of the United States Government in either its sovereign or contractual capacity,
(3) acts of the government of the host country in its sovereign capacity,
(4) acts of another contractor in the performance of a contract with the Government,
(5) fires,
(6) floods,
(7) epidemics,
(8) quarantine restrictions,
(9) strikes,
(10) freight embargoes,
(11) delays in delivery of Government furnished equipment, and
(12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore -

(1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,

(2) cannot be overcome by reasonable efforts to reschedule the work, and

(3) directly and materially affects the date of final completion of the project.

F.10 Post Award Conference. The U.S. Government will hold a post award conference 10 days after contract award at Facility Management Office/Grew Tower of Mitsui Housing Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032, to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

Section G: Contract Administrative Data

G.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more U.S. 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.

(c) Duties. The COR is responsible for inspection and acceptance of services. These duties include review of contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 Payment

G.2.1 General. The Contractor shall follow Section I, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 Detail of Payment Requests. The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 Payments to Subcontractors. The Contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.2.4 Evaluation by the Contracting Officer. The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the Contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 Additional Withholding. Independently of monies retained by the U.S. Government under FAR 52.232-5, the U.S. Government may withhold from payments due the Contractor any amounts necessary to cover:

(a) wages or other amounts due the Contractor's employees on this project;

(b) wages or other amounts due employees of subcontractors on this project;

(c) amounts due suppliers of materials or equipment for this project; and

(d) any other amounts that the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6 Payment. In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.3 Recordkeeping Requirements. The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

(a) The Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.

(b) Contractor’s Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.

(c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

Section H: Special Contract Requirements

H.1 Issuance of Oral Task Orders. The Contracting Officer may issue oral task orders, as stated in subsection B.4.1. Any oral task orders issued shall be confirmed in writing within three days when the U.S. Embassy Tokyo is open for business. U.S. and Japanese holidays observed by the Embassy and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three-day period. In all cases, the Contractor must begin work after receipt of an oral order, without waiting for written confirmation.

H.2 Ordering Official. The designated ordering individual for this contract is the Contracting Officer.

H.3 Reserved.

H.4 Insurance

H.4.1 Amount of Insurance

(a) The Contractor is required to provide whatever insurance is legally necessary under Section I, 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-site stated in Japanese yen:
   Per Occurrence ¥30,000,000
   Cumulative ¥90,000,000

2. Property Damage on- or off-site in Japanese yen:
   Per Occurrence ¥3,000,000
   Cumulative ¥9,000,000

(b) 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.

(c) 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.

(d) 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.

(e) 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.

H.4.2 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.

H.4.3 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance 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.

H.5 Governing Law. The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 Reserved

H.7 Laws and Regulations

H.7.1 Compliance Required. The Contractor shall, without additional expense to the U.S. 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:

(a) the requirements of such laws, regulations and orders; or

(b) the contract.

If a conflict between 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.

H.7.2 Labor, Health and Safety Laws and Customs. The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 Subcontractors. The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all required licenses and permits.

H.7.4 Evidence of Compliance. The Contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 Responsibility of Contractor

H.8.1 Damage to Persons or Property. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 Responsibility for Work Performed. The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

H.9 Maintenance Operations

H.9.1 Operations and Storage Areas

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

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

H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from Occupants. The Contractor shall refer to the Contracting Officer any request received by the Contractor from occupants of existing buildings to change the sequence of work.

(c) Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in

this contract except with the permission of the Contracting Officer.

H.10 Safety

DODAR 652.236-70 Accident Prevention (APR 2004)

(a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

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

(2) comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,

(3) ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(4) for overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:

(i) scaffolding;
(ii) work at heights above two (2) meters;
(iii) trenching or other excavation greater than one (1) meter in depth;
(iv) earth moving equipment;
(v) <u>temporary wiring, use of portable electric tools, or other recognized electrical hazards</u>. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
(vi) work in confined spaces (limited exits, potential for oxygen less that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(vii) hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(viii) hazardous noise levels.

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

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

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

(1) submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. 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 on any suspension of work order issued under this clause.

H.11 Subcontractors and Suppliers

H.11.1 Claims and Encumbrances. The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

(a) subcontractors,

(b) material men and laborers,

for all labor performed and materials/properties furnished under this contract, including the applicable warranty or correction period.

The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 Approval of Subcontractors

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

(b) Rejection of Subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

H.12 Contractor Personnel

H.12.1 Removal of Personnel.

(a) 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.

(b) 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.

H.12.2 Maintenance Personnel Security

(a) 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 along with a completed Personal History Statement (see Attachment J-4) for the U.S. Government to conduct security checks. It is anticipated that security checks will take 30 days to perform.

(b) Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal 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. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 Materials and Equipment

H.13.1 Selection and Approval of Materials

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

(b) 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:

(1) the names of the manufacturer;
(2) model number;
(3) source of procurement of each such product, material or equipment; and
(4) other pertinent information concerning the:
(i) nature,
(ii) appearance,
(iii) dimensions,
(iv) performance,
(v) capacity, and
(vi) rating
unless otherwise required by the Contracting Officer.

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 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.

H.13.2 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials/properties, upon delivery to the contractor or to any person for whom it is responsible, including subcontractors. The contractor shall deliver all items to the site as soon as practicable. The Contractor shall

clearly mark in a manner directed by the Contracting Officer all items of which the contractor has custody but that have not been delivered or secured at the site. The contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 Surplus Materials. Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the U.S. Government, whose cost is not included in the contract price.

H.15 Special Warranties

H.15.1 Special Warranty Obligations. Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 Warranty Information. The Contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturers, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

H.16 Noncompliance with Contract Requirements. The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.242-14, Suspension of Work.

Section I: Contract Clauses

I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates the following 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. Please note 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 access 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.

I.2 The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference (48 CFR CH. 1):

Clause	Title and Date
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2015)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)
52.215-2	Audit and Records – Negotiation (OCT 2010)
52.215-8	Order of Precedence – Uniform Contract Format (OCT 1997)
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data – Modifications (AUG 2011)

52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)
52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (OCT 2010)
52.216-7 Allowable Cost and Payment (JUN 2013) Alternate I (FEB 1997)
52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
52.222-19 Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
52.222-50 Combating Trafficking in Persons (MAR 2015)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-5 Trade Agreements (NOV 2013)
52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
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)
52.228-11 Pledges of Assets (JAN 2012)
52.228-13 Alternative Payment Protection (JULY 2000)
52.228-14 Irrevocable Letters of Credit (NOV 2014)
52.229-6 Taxes – Foreign Fixed-Price Contracts (FEB 2013)
52.232-1 Payments (APR 1984)

52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-8 Discounts for Prompt Payment (FEB 2002)
52.232-17 Interest (MAY 2014)
52.232-18 Availability of Funds (APR 1984)
52.232-25 Prompt Payment (JULY 2013)
52.232-27 Prompt Payment for Construction Contract (MAY 2014)
52.232-32 Performance Based Payments (APR 2012)
52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JULY 2013)
52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
52.233-3 Protest after Award (AUG 1996)
52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
52.236-2 Differing Site Conditions (APR 1984)
52.236-3 Site Investigations 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 (APR 1984)
52.236-11 Use and Possession Prior to Completion (APR 1984)
52.236-12 Cleaning Up (APR 1984)
52.236-14 Availability and Use of Utility Services (APR 1984)
52.236-15 Schedules for Construction Contracts (APR 1984)

52.236-21 Specifications and Drawings for Construction (FEB 1997)
52.237-3 Continuity of Services (JAN 1991)
52.242-13 Bankruptcy (JULY 1995)
52.243-1 Changes - Fixed-Price (AUG 1987) Alternate II (APR 1984)
52.244-6 Subcontractor and Commercial Items (OCT 2015)
52.245-1 Government Property (APR 2012)
52.245-2 Government Property Installation Operation Services (APR 2012)
52.246-21 Warranty of Construction (MAR 1994)
52.248-1 Value Engineering (OCT 2010)
52.249-4 Termination for Convenience for the Government (Services) (Short Form) (APR 1984)
52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
52.249-14 Excusable Delays (APR 1984)
52.253-1 Computer Generated Forms (JAN 1991)

I.2 The following Federal Acquisition Regulation (FAR) clauses are provided in full text:

FAR 52.203-08 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) rescind the contract with respect to which-

(i) The Contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) exchanging the information covered by such subsections for anything of value; or

(B) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the Contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

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 Limitations (OCT 1995)

(a) Minimum Order. When the 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 working 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 working 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 Deliver-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 U.S. 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 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

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

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 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.3 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 Procedures (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.

DOSAR 652.243-70 Notices (AUG 1999)

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

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) that is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) that is has obtained all necessary licenses and permits required to perform this contract; and,

(3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

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 (see Attachment J-3 - Sample Task Order Form), *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 652.237-72 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. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

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 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999)

(a) The Contractor warrants the following:

(1) that is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) that is has obtained all necessary licenses and permits required to perform this contract; and,

(3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

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:

(a) 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");

(b) clearly identify themselves and their contractor affiliation in meetings;

(c) identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

(d) Contractor personnel may not utilize Department of State logos or indicia on business cards.

Section J: List of Attachments

Attachment J-1 - Statement of Work

Attachment J-2 – Government Furnished Property

Attachment J-3 - Sample Task Order Form

Attachment J-4 - Personal History Statement

Section K: Representations, Certifications, and Other Statements of Offerors

K.1 FAR 52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

_____
(*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

(a) Definitions. As used in this provision – "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her 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 its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, 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.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $150,000, for each failure.

K.3 FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions

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

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

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

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

(d) Taxpayer Identification Number (TIN)
TIN:_____
[ ] TIN has been applied for.
[ ] TIN is not required because:
[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
[ ] Offeror is an agency or instrumentality of a foreign government;
[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization
[ ] Sole Proprietorship;
[ ] Partnership:
[ ] Corporate Entity (not tax exempt);
[ ] Corporate Entity (tax exempt);
[ ] Government entity (Federal, State, or local);
[ ] Foreign government;
[ ] International organization per 26 CFR 1.6049-4;
[ ] Other _____

(f) Common Parent
[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
[ ] Name and TIN of common parent;
Name:_____
TIN:_____

K.4 FAR 52.204-8 Annual Representations and Certifications (DEC 2014)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is 238390.
(2) The small business size standard is $14 million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
[ ](i) Paragraph (d) applies.
[ ](ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)
(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless —
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.
(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that —
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

___(i) 52.204-17, Ownership or Control of Offeror.

___(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___(vi) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause No.	Title	Date	Change

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

K.5 FAR 52.209-5 Certification Regarding Responsibility Matters (OCT 2015)

(a)
(1) The Offeror certifies, to the best of its knowledge and belief, that –
(i) The Offeror and/or any of its Principals –
(A) Are___ are not___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
(C) Are___ are not___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
(D) Have___, have not___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.
(1) Federal taxes are considered delinquent if both of the following criteria apply:
(i) 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.
(ii) 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.
(2) Examples.
(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has___ has not___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 FAR 52.225-18 Place of Manufacture (SEPT 2006)

(a) Definitions. A*s used in this clause*—

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 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.

(b) 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.7 Authorized Contract Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative

for Contract Administration, which includes all matters pertaining to payments.

Name:_____
Address:_____
_____
Telephone and Fax Numbers:_____

K.8 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.

[Proposal Note: If the offeror has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the offeror shall include Defense Base Act 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.]

K.9 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.

K.10 FAR 52.225-20 Prohibition on Conduction Restricted Business Operations in Sudan - Certification (AUG 2009)

(a) Definitions. As used in this provision—

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

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

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

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

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

K.11 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations — Representation (MAY 2011)

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

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) Representation. By submission of its offer, the offeror represents that—

(1) It is not an inverted domestic corporation; and

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

K.12 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.

Section L: Instructions, Conditions, and Notices to Offerors

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: 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 of the Department of State Acquisition website at http://www.statebuy.state.gov/ or an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

Provision	Title and Date
52.204-7	System for Award Management (JUL 2013)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2015)
52.214-34	Submission of Offers in English Language (APR 1991)
52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
52.236-28	Preparation of Proposals – Construction (OCT 1997)

L.2 Solicitation Provisions in Full Text

FAR 52.216-1 Type of Contract (APR 1984)

The U.S. Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.

FAR 52.233-2 Service of Protest (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General

Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer at the U.S. Embassy in Tokyo, Japan.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 Review of Documents. Each Offeror is responsible for:

(1) obtaining a complete set of contract drawings and specifications;

(2) thoroughly reviewing such documents and understanding their requirements;

(3) visiting the project site and becoming familiar with all working conditions, local laws and regulations; and

(4) determining that all materials, equipment and labor required for the work are available.

Offeors shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Offerors may rely ONLY on written interpretations by the Contracting Officer.

L.4 Submission of Offers

L.4.1 General. This solicitation is for the performance of safety window grille replacement services described in Section C: Description/Specifications/Statement of Work and attachments that are a part of this solicitation.

L.4.2 Summary of Instructions. Each offer must consist of the following physically separate volumes:

Volume	Title	No. of Copy
1	Executed Standard Form 1442, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)"	1
2	Completed Section B: Supplies or Services and Prices/Costs	1
3	Completed Section K: Representations, Certifications, and Other Statements of Offerors	1

Proposals must be received by no later than **4:00 p.m., Monday, March 14, 2016 (local time).** No proposals will be accepted after this time, and no electronic proposals shall be accepted. Proposals must be submitted by post mail or hand-deliver to the address indicated below:

U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-0052
Attn: Contracting Officer
(Solicitation No. SJA800-16-R-0005)

Offerors shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

L.4.3 Detailed Instructions

(a) Volume 1 – Standard Form (SF) 1442. Volume 1 consists of completion of blocks 14 through 20C of the form.

(b) Volume 2 - Prices. Volume 2 consists of completion of subsections B.3.2 and B.3.3 under Section B: Supplies or Services and Prices/Costs of the solicitation.

(c) Volume 3 – Section K. Volume 3 consists of completion of all portions of Section K of the solicitation that are applicable.

L.5 FAR 52.236-27 Site Visit (FEB 1995)

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

(b) A site visit has been schedule on Thursday, February 25, 2016 from 2:00 p.m. to on/about 3:30 p.m. (local time).

(c) Participants shall meet at the Grew Gate of Mitsui Housing Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo.

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

L.6 Pre-proposal Conference. A pre-proposal conference to discuss the requirements of this solicitation will be held on Thursday, February 25, 2016, from 2:00 p.m. to on/about 3:30 p.m., at the Mitsui Housing Compound. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy

discusses the solicitation and written questions are answered, verbal questions may be taken.

L.7 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 a U.S. 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.

L.8 Magnitude of Construction Project. It is anticipated that the range in price of this contract will be: Between $100,000 and $250,000.

L.9 Financial Statement. If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The U.S. Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

Section M: Evaluation Factors for Award

M.1 Evaluation of Proposals

M.1.1 General. To be acceptable and eligible for evaluation, proposals must be prepared following Section L: Instructions, Conditions and Notices to Offerors and must meet all the requirements in the other sections of this solicitation.

M.1.2 Basis for Award. The U.S. Government intends to award a contract resulting from this solicitation to the lowest priced offeror who is a responsible contractor. The evaluation process will follow the procedures below:

(a) Initial Evaluation. The U.S. Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The U.S. Government may eliminate proposals that are missing a significant amount of the required

(b) The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

(c) Although the award is to be made to the lowest priced offeror, 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 offeror is a responsible contractor.

M.1.3 Award Selection. The U.S. Government will review the prices and other information required and award the contract to the lowest priced offeror who is a responsible contractor. As described in FAR 52.215-1, incorporated by reference in Section L, the U.S. Government may award based on initial offers, without discussions.

M.2 FAR 52.217-5 Evaluation of Options (JUL 1990)

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

M.3 Quantities for Evaluation. For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the U.S. Government will require the quantities shown in Section B of this solicitation.

M.4 Separate Charges. Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the U.S. Government to exercise any option(s) will be rejected. The U.S. Government shall not be obligated to pay any charges other than the contract price, including any exercised option(s).

Attachment J-1 - Statement of Work

1. Scope of Work

1.1 The Contractor shall replace the existing wood flooring with U.S. Government-furnished wood flooring, baseboards, thresholds, and stair nose/treads/landing for various apartment units at the Perry, Harris, and Grew towers, and Temple and Mitsui Townhouses of the U.S. Embassy apartment compound (also known as Mitsui Housing Compound), located at 2-1-1 Roppongi, Minatoku, Tokyo, in accordance with the following statement of work.

1.2 This wood floor replacement effort applies to all designated living spaces including, but not limited to, hallways, stairways, living, dining, and bedroom areas. This effort is mostly accomplished in conjunction with the make-ready* cycle (performed by a third party) for the various apartment units at the Mitsui Housing Compound.

*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.

2. Materials

The Contractor shall provide all labor, tools, equipment, materials, and incidentals required for removal and installation of U.S. Government-furnished wood flooring covered under this contract. The U.S. Government will provide 5-inch wide wood flooring, 2-1/2” base boards, 4-9/16-inch wide threshold, and 3-1/2-inch wide stair nose for floor replacement as required. The U.S. Government will also provide sealer, adhesive and trowels needed to properly install the U.S. Government-furnished wood flooring.

3. Materials and Work Standards

Unless otherwise provided in the specifications, all work, equipment, materials and articles incorporated in the work covered by this contract are to be of the best grade of their respective kind for the purposes intended. All materials provided by the Contractor for this contract work shall meet or exceed the Japanese Industrial Standard (JIS).

4. The Contractor shall promptly remove from the premises all materials and work not conforming to the requirements of the contract, whether incorporated in the work or not, and the Contractor shall promptly replace or re-execute such work in accordance with specifications of this contract and without additional expense to the U.S. Government. The Contractor shall bear the expense of making good any work materials (including government furnished materials) destroyed by such removal and replacement.

5. Technical Provisions

5.1 Materials, Appliances, and Employees. Unless otherwise stipulated, the Contractor shall provide all materials, labor, tools, equipment, transportation, and other facilities necessary for execution and completion of the work. Unless otherwise specified all materials that the Contractor provides shall be new. Both workmanship and materials shall be of good quality. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned. Protective clothing and shoes will be worn at all times by Contractor employees during the execution of this contract.

5.2 Wood Floor Replacement Procedures. The procedures for wood floor replacement are as follows:

(a) The Contractor shall remove and dispose of existing wood parquet and all the associated mastics. The Contractor shall make sure all existing adhesive is removed completely from concrete slab. The Contractor shall vacuum or sweep floor area for eliminating dust.

(b) The Contractor shall remove and dispose of baseboards in the parquet flooring areas. The Contractor shall provide a cut line with a sharp knife right above the existing baseboard to separate any existing paint from bonding to the baseboard for the protection of tearing the drywall.

(c) The Contractor shall remove and dispose of existing interior thresholds for the utility and kitchen. The Contractor shall not remove the threshold for entrance as it shall be sanded and re-finished.

(d) Concrete Slab Surface Preparation

(1) The Contractor shall supply the heavy duty concrete grinder for grinding old mastics and old concrete mortar surface until structural concrete slab is exposed unless easily removed by a manual scraper.

(2) The Contractor shall apply minimum one coat of emulsion sealer (JIS A 6203) KSM EMULSION from TAIHEIYO MATERIAL or its equivalent on the concrete surface with brush so that mortar compound creates extra strength of bonding against concrete slab. The Contractor shall use a brush for the application, not a roller. The Contractor shall refer to the manufacture catalogue for the instruction.

(3) The Contractor shall supply the pre-mixed cement (JIS A 6916) KSM PREMIXED MORTAR from TAIHEIYO MATERIAL or its equivalent mixed with emulsion sealer and water and apply the mixed material on the concrete slab for creating a flat and leveled surface. Multiple layers of mortar cement for the surface adjustment is required if the thickness of mortar layer exceeds 8 millimeters; cure the first layer thoroughly and then apply additional layer. The Contractor shall refer to the manufacture catalogue for the instructions.

(e) To begin the installation of U.S. Government-furnished wood flooring, the Contractor shall start the work from one corner point of the area only. Do not start at two corners or separate areas at the same time. There shall be a minimum of 6-millimeter to 8-millimeter space between the U.S. Government-furnished wood flooring and the existing walls to allow for expansion. The Contractor shall cut the legs of existing doorframes enough to allow the wood flooring to fit underneath if necessary. The Contractor shall provide a 6-millimeter to 8-millimeter spacer for the beginning spacer for the main wall and the sidewall. The Contractor shall provide shims to adjust the flooring along these walls to secure the flooring while tapping it into place in a straight line. For the first 9 or 10 rows of wood floor, the Contractor shall cut to the proper length and start the layout of the wood floor by tapping all joints together with rubber hammer and adjusting the shims on the walls to ensure a perfect fit before applying adhesive. This test will confirm the accuracy of the layout. No gaps of wood floor at the joints of the tongue and groove will be allowed. Once the accuracy of the layout is completed, the Contractor shall remove the wood floor and prepare for the actual installation with adhesive.

(f) The Contractor shall apply a minimum of one coat of U.S. Government-furnished waterborne epoxy primer for concrete slab, CHEMREX PRIMER, using a proper paint roller. The Contractor shall provide paint roller. Application shall be performed at temperatures between 16 and 27 degrees Celsius (C). Do not walk on the applied area while floor is wet. The Contractor shall mix the primer in 5-gallon bucket as directed by instructions with electric mixer.

(g) The Contractor shall install U.S. Government-furnished wood flooring (1/2-inch thick, 5-inch wide, and 3-feet to 7-feet length) with trowel-grade polyurethane adhesive provided CHEMREX 941. The Contractor shall use one of the following designs of trowels:

(1) 1/8-inch by 5/32-inch V-notch
Approximate coverage: 50 square feet per gallon

(2) 3/16-inch by 1/4-inch by 1/4-inch flat V-notch
Approximate coverage: 60 square feet per gallon

(3) 1/4-inch X 1/4-inch X 1/8-inch square notch
Approximate coverage: 40 square feet per gallon

If the Contractor does not have any of the exact types shown above, the U.S. Government will be able to supply the trowel upon a request. The Contractor shall apply the adhesive as directed by CHEMREX consistently on concrete surface. The COR will request the Contractor for a replacement, at the Contractor's expense, for any failure caused by improper application of the adhesive.

(h) The Contractor shall tap the edges of wood floor with tapping block and rubber hammer to fit the tongue and groove together perfectly. The Contractor shall take maximum care not to allow any adhesive to get on the finished surface of wood floor by misaiming of tapping. Paint thinner and other chemicals will not easily wipe the adhesive off from the finished wood surface. The Contractor shall not use a scraper as the scraper may scratch the aluminum oxide coating on the surface. The Contractor shall not make its own decision and apply an additional polyurethane coat on top of U.S. Government-furnished wood flooring in order to conceal the wasted adhesive on the wood surface. The Contractor shall be able to use the U.S. Government-furnished adhesive removal spray upon a request. The Contracting Officer's Representative (COR) may request the Contractor to remove any area of wood floor damaged by adhesives or tools used in the installation.

(i) The distance between any two-end joints of wood floor in parallel shall be randomly distributed and are required to be a minimum of 200-millimeters apart.

(j) The flooring shall not be placed into the adhesive until the tongue and the groove are lined up for the final fit. In addition, do not leave any spaces between joints, or the adhesive will overflow into the tongue and groove, creating permanent gaps. The COR may request the Contractor to remove the damaged area and re-install the wood floor at the Contractor's expense.

(k) After the flooring is installed in each room, the Contractor shall roll the flooring with a 100-pound (45-kilogram) roller. All areas where voids are detected shall be weighted to allow for total adherence between the concrete and the flooring. The Contractor shall also place 20-kilogram weights at every 1,200 millimeters on the top of plywood to distribute the weight equally. The Contractor shall move the weights and plywood after pressing for more than 24 hours.

(l) The Contractor shall install U.S. Government-furnished (pre-finished) baseboard with pin nails by using an air compressor nail gun. The nail head shall be hidden inside baseboard. The nail holes shall be filled with proper wood putty supplied by the Contractor. The Contractor shall furnish and apply the wood color caulking along the top of the baseboard with caulking.

(m) After the wood floor installation is completed, the Contractor shall furnish and apply minimum two coats of acrylic base wax on the floor.

(n) The Contractor shall remove solid wood door and cut 10 to 20 millimeters at the bottom if the door scratches the new wood floor surface.

(O) The Contractor shall remove and dispose of 4-millimeter thickness plywood on main floor of Temple Townhouses after removal of existing wood floor. The Contractor shall adjust the sublayer 18-millimeter thickness plywood with wood putty and compound leveler and then install new 4-millimeter thickness of plywood before installation of U.S. Government-furnished wood floor.

5.3 Threshold. The Contractor shall cut threshold with proper length (approximately 3 feet) and install W4-9/16-inch X T5/8-inch U.S. Government-furnished American Red Oak thresholds for kitchen doors. Approximately 8-feet linear length for utility doors in Mitsui Townhouses is also required. The materials will be pre-finished with stain and varnish and furnished by the U.S. Government. The round tapered finished edge shall face the kitchen and be installed over the edge of the resilient floor in kitchen doorway. The installation of utility threshold shall be done in the same way. The Contractor shall plane the bottom edge of threshold for the area of covering the resilient floor to make the threshold level to the concrete surface. Do not cut the resilient flooring back to the edge of the threshold.

5.4 Treads, Riser, and Landing. The Contractor shall remove parquet from the treads of the stairs, remove 12-millimeter thickness plywood sub-layer, and remove old mastic completely. The Contractor shall cut and install U.S. Government-furnished 3-1/2-inch width stair nose with the stair width, install new 6-millimeter plywood sub-layer on top of steel plate and cut and install 5-inch width wood floor on top of sub-floor as treads and stair landing. Plywood sub-floor must cover the steel plate completely. No strip is allowed. The Contractor shall remove and dispose of existing steel riser panel, replace with new steel backing plate by welding, and install U.S. Government-furnished wood floor on the riser.

5.5 Refinishing. The Contractor shall re-finish the threshold at the entrance and riser wood surface of stairs. The instructions for wood floor refinishing are as follows:

(a) The Contractor shall grind the threshold surface with U.S. Government-approved portable sanding machine or paper. The sanded depth shall be kept to a minimum. The Contractor shall, however, ensure that existing scratches are eliminated. The Contractor shall vacuum or sweep floor area after sanding and take maximum care to control the dust in public hallway.

(b) The Contractor shall scrub the threshold with a flexible wire brush and finish sanding it with fine grit sand paper No.100. The Contractor shall vacuum or sweep floor area.

(c) The Contractor shall apply alcohol base-stain AS STAIN from CASHU or its equivalent with lamb's wool applicator. The color of the stain shall match the U.S. Government-furnished wood flooring. The Contractor shall apply a minimum of two coats and allow adequate drying time between coats. When each coat has dried thoroughly, the Contractor shall buff with a number 1 or number 2 steel wool pad. The Contractor shall vacuum clean and then use a tack rag.

(d) The Contractor shall apply a minimum of four coats of water base urethane resin-varnish coat PACIFIC STRONG from BONA or its equivalent to obtain an acceptable level of appearance. The Contractor shall fill the pores of threshold surface to prevent stains, dirt, and other harmful materials from coming in contact with the actual floor covering materials.

5.6 Ceramic Tile at Entrance. The Contractor shall furnish and install 400 X 400mm, 9mm thickness of ceramic tiles INAX SUTOROBO TOUCH IPF400/STC-4 or its equivalent with suitable adhesive at the entrance. Layout of the tiles will vary depending on the apartment types. The Contractor shall furnish W30 X H10mm Oak strip and install between the ceramic tiles and wood floors.

5.7 Cleaning After Work. The Contractor shall be responsible, after completion of work on specified floors, for cleaning the work areas in broom-clean conditions.

5.8 Disposal of Debris. The Contractor shall remove from the premises any and all debris left over from the contracted work performed. The Contractor shall dispose of debris at authorized facilities outside the Mitsui Housing Compound. It is the Contractor's complete responsibility to safely and properly disposes of all waste, debris, and garbage created by its work.

5.9 Approved Work Procedure. The Contractor shall strictly adhere to the approved procedures and specifications, unless the Contractor obtains the COR's approval for any changes or alterations of approved work.

Attachment J-2 - Government Furnished Property

The U.S. Government shall make the following property available to the Contractor as "Government Furnished Property (GFP)" for performance under this contract:

1. water;
2. electricity;
3. wood flooring;
4. baseboard;
5. thresholds;
6. stair nose/treads/landing;
7. sealer;
8. adhesive; and
9. water borne epoxy primer.

Attachment J-3 - 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: (to be determined)
2. CONTRACT NO. *(If any)*: (to be determined)
3. ORDER NO.:
4. REQUISITION/REFERENCE NO.:
5. ISSUING OFFICE *(Address correspondence to)*: U.S. Embassy

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Embassy
b. STREET ADDRESS: 1-10-5 Akasaka
c. CITY: Minato-ku, Tokyo
d. STATE:
e. ZIP CODE: 107-0052
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: *(to be determined)*
b. COMPANY NAME:
c. STREET ADDRESS:
d. CITY:
e. STATE:
f. ZIP CODE:

8. TYPE OF ORDER
[ ] a. PURCHASE
REF YOUR: _____
Please furnish the following on the terms And conditions specified on both sides of This order and on the attached sheet, if Any, including delivery as indicated.

[ ] b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

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 *(Check appropriate box(es))*
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED

12. F.O.B. POINT: Destination
13. PLACE OF
a. INSPECTION: See Block 6.
b. ACCEPTANCE: See Block 6.
14. GOVERNMENT B/L NO.: **n/a**
15. DELIVER TO F.O.B. POINT ON OR BEFORE *(Date)*: **Indefinite**
16. DISCOUNT TERMS: **Net 30**

17. SCHEDULE *(See reverse for Rejections)*

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 wood floor replacement 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: (*to be determined*)					

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
21. MAIL INVOICE TO:
a. NAME: Financial Management Officer
b. STREET ADDRESS *(or P.O. Box)*: 1-10-5 Akasaka
c. CITY: Minato-ku, Tokyo
d. STATE:
e. ZIP CODE: 107-8420

17(h) TOT. *(Cont. pages)*

17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY *(Signature)* ▶

23. NAME
(*Name of Contracting Officer*)
TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347

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			
☐	☐	☐	☐
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)

PHOTO

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.) 渡航暦 (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	Pirpose 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？	☐	☐
Are you now under a physician's care? 現在、医師にかかっていいますか？	☐	☐
Have you ever had a nervous disorder? 神経系疾患を患った事がありますか？	☐	☐
Have you ever had tuberculosis? 結核を患った事がありますか？	☐	☐
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？	☐	☐
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？	☐	☐

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)