



Embassy of the United States of America

Tokyo, Japan

March 3, 2016

Dear Prospective Quoters:

SUBJECT: Request for Quotations (RFQ) Number SJA800-16-Q-0011
Bus Services for G-7 Summit

The Embassy of the United States of America invites you to submit a quotation for bus services for the U.S. Embassy Tokyo, in support of G-7 Summit to be held in Japan.

Note: As required by U.S. Government's Federal Acquisition Regulation (FAR), prospective quoters 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 follows: <https://www.sam.gov/portal/public/SAM#1#>

1. Pre-Quotation Briefing

a. The U.S. Embassy intends to hold a pre-quotation briefing from 12:30 p.m. to on/about 2:00 p.m., Tuesday, March 15, 2016. Participants shall meet in front of the reception of the U.S. Embassy, located at 1-10-5 Akasaka, Minato-ku, Tokyo.

b. All interested quoters who wish to attend must submit individual name(s), company name and address, telephone and fax numbers, and email address to Miho Hama at FAX 03-3224-5179 or e-mail at HamaMX@state.gov by no later than 12:00 noon, Thursday, March 10, 2016, to arrange entry to the Embassy. Attendee(s) must present an Identification (ID) card (e.g. driver's license, passport, etc.) with photo on it when entering the building.

Important: Attendee name(s) submitted after the specified time and date will not be accepted.

2. Questions

Quoters may submit questions. Such questions in English must be addressed to Miho Hama and be submitted by FAX at 03-3224-5179 or e-mail at HamaMX@state.gov. All questions must be received in the Embassy by no later than 12:00 noon, Thursday, March 17, 2016, local time. All questions will be consolidated, and one response will be prepared and posted on the Embassy's Homepage, the same website from where you obtain the RFQ documents.

3. Quotations

a. Quotations must be received by no later than **4:00 p.m., Tuesday, March 29, 2016, local time.** No quotations will be accepted after this time, and no electronic quotations shall be accepted.

b. Quotations must be submitted to the following address:

U.S. Embassy
GS/Procurement
Attn: Contracting Officer (RFQ No. SJA800-16-Q-0010)
American Embassy Tokyo
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

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

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

Sincerely,



Adham Z. Loutfi
Contracting Officer

Enclosure:

Request for Quotations No. SJA800-16-Q-0011

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR5114113/PR5082349		PAGE 1 OF 42	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See 31c below		4. ORDER NUMBER		5. SOLICITATION (Request for Quotations) NUMBER SJA800-16-Q-0011	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Miho Hama		b. TELEPHONE NUMBER (No collect calls) 03-3224-5754		8. OFFER DUE DATE/LOCAL TIME March 3, 2016 4:00 p.m.	
9. ISSUED BY GS/Procurement Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ___ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CODE				16. ADMINISTERED BY GS/Procurement Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 CODE			
17a. CONTRACTOR/OFFERER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Financial Management Center U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 CODE			
DUNS Number: TELEPHONE NO. FAX NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				19. ITEM NO.			
				20. SCHEDULE OF SUPPLIES/SERVICES (See Page 2 of Standard Form 1449) (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY	
						22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA Fiscal data will be provided on Task Orders placed against this IDIQ Contract.						26. TOTAL AWARD AMOUNT (For Govt. Use Only) ¥0	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE ORIGINAL COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE RFQ NO. SJA800-16-Q-0009, OFFER DATED _____, YOUR OFFER ON SOLICITATION, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER Adham Z. Loutfi		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(See the Pricing Tables - Subsection 1.1.4 Pricing.)				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE GS/Transportation Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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SECTION 1: The Schedule

1.1 Continuation to SF-1449, Request for Quotations (RFQ) Number SJA800-16-Q-0011, Blocks 23, Unit Price, and 24, Amount

1.1.1 SCOPE OF SERVICES

The Contractor shall provide passenger transportation services and vehicle with driver for the U.S. Embassy Tokyo, Transportation Office in accordance with Schedule of Supplies/Services stated in subsection 1.2. The period of performance for this contract shall be from the date of contract award to June 15, 2016.

1.1.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity (IDIQ), type contract with firm-fixed unit prices.

1.1.3 CONTRACT MINIMUM AND MAXIMUM AMOUNTS

- a. Contract Minimum. During the contract period, the U.S. Government shall place orders totaling a minimum of 4 vehicle-days. This reflects the contract minimum for this period of performance.
- b. Contract Maximum. During the contract period, the amount of all orders shall not exceed 12 vehicle-days. This reflects the contract maximum for this period of performance.

1.1.4 PRICING

a. General

- (1) The Contractor shall provide the vehicles with driver at the unit prices shown below.
- (2) The quantities in subsection 1.1.4 b are estimates only and are not guaranteed by this contract. See subsection 1.1.3 above for contractual minimum and maximum quantities.
- (3) The U.S. Government may issue orders requiring vehicles at multiple locations. Except as specified in the Delivery-Order Limitations clause or in subsection 1.1.3, there is no limit on the number of orders that may be issued.
- (4) The U.S. Government will order all work by issuing task orders, see Attachment 1: Sample Task Order Form.

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

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

Daily Rate Pricing - See (1)-(4) below. (08:30-17:30)

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity/Day</u>	<u>Estimated Amount</u>
01	Minibus (25-Passenger) with driver	Daily	¥_____	x 4	= ¥_____
02	Bus (45-Passenger) with driver	Daily	¥_____	x 3	= ¥_____

(Overtime time) Hourly Rate Pricing - See (1)-(4) below

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Estimated Quantity/Day</u>	<u>Estimated Amount</u>
01	Minibus (25-Passenger) with driver	Daily	¥_____	x 4	= ¥_____
02	Bus (45-Passenger) with driver	Daily	¥_____	x 3	= ¥_____

Total Estimated Amount (Daily and Hourly Combined):
 ¥_____

(1) The U.S. Government may require approximately 3 vehicles of any type for 24-hour shifts during the actual G-7 Summit period, May 24 through May 28, 2016.

(2) The above unit prices shall include all the costs necessary to accomplish the work as required by this contract, including all managerial cost, administrative cost, vehicles, drivers, communication equipment, all running expenses (i.e., but not limited to, toll fee, mobile phone, parking charges, fuel, and oil) including all servicing and insurance, overhead, cancellation, and profit.

(3) If the specified number of minibus is not available, the following substitutions are allowable:

- Bus substituted for minibus;

Larger vehicles may replace smaller vehicles, but smaller vehicles may not replace larger vehicles. If the Contractor makes substitutions, billing and payment shall be at the contract rate for type of vehicle ordered by the U.S. Government.

(4) The Daily Rate shall be charged for any consecutive 9-hour period from 08:30 to 17:30 hours. Any additional periods of 9 hours or any number of hours less than 9 hours within calendar day will be charged at the Daily Rate or hourly rate, whichever is less for the period. Portions of one hour may be divided into one-fourth hour increments and will be the smallest chargeable period of time, and prices will be prorated for the lesser time periods described. Each one-fourth hour increment shall be charged at one-fourth the established Hourly Rate.

1.2 Continuation to SF-1449, Request for Quotations Number
SJA800-16-Q-0011, Block 20, Schedule of Supplies/Services

1.2.1 STATEMENT OF WORK

General. The Contractor shall provide passenger transportation services for the U.S. Embassy Tokyo, Transportation Office. The Contractor shall furnish all managerial, administrative, direct labor personnel, vehicles, drivers, communication equipment, all running expenses (i.e., but not limited to, toll fees, mobile phone, parking charges, fuel, and oil) including all servicing and insurance of such vehicles that are necessary to accomplish all work as required by this contract.

1.2.2 DEFINITIONS

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section G of this contract.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Ordering Officer" means the Contracting Officers of the U.S. Department of State.

"Services" means the services performed, workmanship, and equipment furnished or utilized in the performance of the services.

1.2.3 GENERAL REQUIREMENTS

The Contractor shall provide transportation services of passenger and luggage, and communications equipment during and the lead-up and conclusion to the G-7 Ise-Shima Summit 2016.

1.2.4 MANAGEMENT

a. Transportation Specialists. The U.S. Embassy Transportation Specialists shall be located at the Government's primary hub hotel(s) during the Summit: Hotel(s) to be determined.

b. Contracting Officer's Representative. The Contracting Officer's Representative (COR) is responsible for validating requests from vehicle users, and providing instructions for

vehicle use to the Contractor on a daily or less frequent basis. See SECTION 2 regarding the COR. The COR does not have authority to issue task orders under this contract. See subsection 1.2.10 for task order issuance.

1.2.5 ORDERING

a. Request for Vehicles Forms All services under this contract shall be performed on the basis of the issuance of individual task orders. The U.S. Government will then issue Request For Vehicles form (Attachment 2) against the task order as the need arises. Requirements shall likely be a combination of scheduled and unscheduled orders.

b. Agencies. The requests shall be made by the U.S. Embassy Transportation Officer and/or his/her delegated U.S. Embassy staff on behalf of Department of State, Secretary of State (S/S), White House Communications Agency (WHCA), U.S. Secret Service (USSS), Diplomatic Security (D/S), White House Staff (WHStaff), Public Affairs Section (PAS), and other to be identified.

c. The Contractor shall prepare and submit invoice(s) in accordance with each individual agency. See DOSAR 652.232.70 PAYMENT SCHEDULE AND INVOICE SUBMISSION under SECTION 2.

d. Daily Vehicle Use Record Form. Each driver is required to obtain a certifying signature from the vehicle user on the Daily Vehicle Use Record (Attachment 3) at the end of service each day. This form shall be attached to the invoice as a supporting document to verify the hours of service. See DOSAR 652.232.70 PAYMENT SCHEDULE AND INVOICE SUBMISSION under SECTION 2.

1.2.6 VEHICLE

a. Types of Vehicle. The U.S. Government shall require supply of the following types of vehicles. All vehicles are to be of late model and excellent condition with air-conditioning. Registration numbers are to be supplied in advance.

<u>Type</u>	<u>Size and Description</u>
1. Minibus	25 passengers (including driver)
2. Bus	45 passengers (including driver)

b. Replacement/Servicing. The Contractor shall replace within three (3) hours with an equivalent vehicle of all types in the event of accident or breakdown.

1.2.7 COMMUNICATION EQUIPMENT

The Contractor shall provide two-way communication equipment (i.e., cellular phones, and/or pagers) which shall be maintained with every driver at all times during shift.

1.2.8 DISPATCH POINTS

a. Dispatch points include the following hotels and venues:
Four or more hotels to be determined.

b. Level of Service. Vehicles shall be required to be available to pick up passengers at dispatch points within five (5) minutes of the request being made.

1.2.9 PERSONNEL

a. Personnel. The Contractor shall provide qualified drivers for each vehicle of all types specified in this contract. Drivers employed to perform services shall be experienced and competent in the performance of such services, and shall possess the appropriate license and insurance.

b. The Contractor shall provide the COR all information required for both vehicles and drivers with any security clearance, accreditation, vehicle access, and licenses required to provide services under this contract.

c. Standards. Each driver provided by the Contractor shall be required to meet minimum standards including,

(1) Dress - An identifiable though not necessarily identical uniform, with accreditation to be worn at all times.

(2) Hygiene - A high level of personal hygiene.

(3) Local knowledge - Be completely familiar with all areas of Ise-Shima, Nagoya, and Mie.

(4) License - Must possess a Japanese Driver's license.

(5) Security and/or other clearances - All drivers and all other personnel working under this contract must be able to satisfactorily pass any security screening by the Office of Secretariat for Ise-Shima Summit, Ministry of Foreign Affairs, and other authorities. Contractor shall provide two (2) photographs (passport size), and a copy of driver's license (both sides) for each driver 7-10 days prior to commencement of service.

d. Training. The Contractor shall provide training for all drivers in areas such as operating procedures, communication equipment/systems, G-7 Summit 2016.

e. All drivers and personnel working under this contract shall be required to show the U.S. Government proof of completion of the NAVSA online training course.

f. Time Requirements. Within five days after contract award, the Contractor shall submit the following minimum number of names for drivers for the types of vehicles listed below:

<u>Type of Vehicle</u>	<u>Minimum Number of Drivers</u>
Minibus	_____
Bus	_____

g. Standards of Conduct

(1) General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as required. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.

(2) Uniforms. The Contractor's employees shall wear clean, neat and identifiable uniforms, although not necessarily identical uniforms. All employees shall wear accreditation at all times.

(3) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words, actions, or fighting shall not be condoned. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.

(4) Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances that produce similar effects.

(5) Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or immoral conduct; unethical or improper use of official authority or credentials; security violations; and organizing or participating in gambling in any form.

h. Personnel Health Requirements

All employees must be in good general health without physical disabilities that would interfere with the acceptable performance of their duties. All employees shall be free from communicable disease. They shall possess binocular vision, correctable to 20/30 (Snellen) and shall not be colorblind. They shall be capable of hearing ordinary conversation.

1.2.10 TASK ORDERS

Task Orders under this contract shall contain the following information:

- (a) Name of contractor
- (b) Contract number
- (c) Date of purchase
- (d) Purchase number
- (e) Number of vehicles
- (f) Unit price, and
- (g) Total price
- (h) Payee

The Contracting Officer may place orders orally, telephonically, by facsimile, or in writing. Oral orders shall be confirmed in writing within three calendar days.

1.2.11 LAWFUL OPERATION, PERMITS, INSURANCE AND INDEMNIFICATION

a. Bonds. The Government imposes no bonding requirement on this contract. The Contractor shall provide any official bonds required, pay any fees or costs involved or related to the authorization for the equipping of any employees engaged in providing services specified under this contract if such bonds or payments are legally required by the local government or local practice.

b. Employee Salary Benefits. The Contractor shall be responsible for payment of all employee wages and benefits required by host country law or agreements with its employees. The Government, its agencies, agents, and employees shall not be part of any legal action or obligation regarding these benefits which may subsequently arise. Where local law requires bonuses, specific minimum wage levels, premium pay for holidays, payments for social security, pensions, sick or health benefits, severance payments, child care or any other benefit, the Contractor is responsible for payments of such costs and must include all such costs in the fixed prices in this contract.

c. Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to:
--negligence of the Contractor's personnel in the performance of this contract, or
--any cause arising from accidental, careless or irresponsible discharge of any firearms assigned to the Contractor's personnel.

The Contractor's assumption of absolute liability is independent of any insurance policies.

d. Amount of Insurance. The Contractor is required to provide whatever insurance is legally necessary. The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

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

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

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

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

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person,

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

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

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

e. Permits. Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal. Application, justification, fees, and certifications for any licenses required by the host government are entirely the responsibility of the Contractor.

1.2.12 Deliverables

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
1.2.5 c. and d. Invoices	1	COR	End of Services
1.2.9 b. List of Personnel	1	COR	10 days after award
1.2.9 c.(6) Photographs and Driver's Licenses	1	COR	10 days after award
1.2.9 e. NAVSA	1	COR	10 days after award

Certificate			
1.2.11 Evidence of Insurance	1	CO	10 days after award

1.2.13 Quality Assurance and Surveillance Plan (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all transportation services set forth in Subsection 1.2 Schedule of Supplies/Services	Subsections 1.2.1 thru 1.2.12	All required services are performed and no more than two customer complaints are received per month.

SECTION 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4, CONTRACT TEMRS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015), is incorporated by reference.

"None."

FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (NOV 2015)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) [Reserved]
- (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-

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

- 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ___ (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- √ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- √ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- √ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C.

2307(f)).

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

√ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

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

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

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

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

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

____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

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

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

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

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

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

(End of Clause)

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

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

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

<http://acquisition.gov/far/index.html> or,
<http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

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

<u>Clause</u>	<u>Title and Date</u>
52.204-12	Data Universal Numbering System Number Maintenance (Dec 2012)
52.204-13	System for Award Management Maintenance (July 2013)
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.229-6	Foreign Fixed Price Contracts (FEB 2013)
52.232-39	Unenforceability of Unauthorized Obligations (June 2013)

The following FAR clauses are provided in full text:

FAR 52.216-18 ORDERING (OCT 1995)

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

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

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

FAR 52.216-19 ORDER LIMITATION (OCT 1995)

(a) Minimum Order. When the U.S. Government requires supplies or services covered by this contract in an amount of less than 2 vehicle-days, 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 12 vehicle-days;

(2) any order for a combination of items in excess of 12 vehicle-days; or

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

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

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

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

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

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

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

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

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

(2) Clearly identify themselves and their contractor affiliation in meetings;

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

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

DOSAR 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

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

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

DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in one original copy to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

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

DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays: *(Note: Due to changes in observance of Japanese holidays each year, the holidays listed below are for reference only. The actual holiday list will be forwarded to the Contractor each year by the COR.)*

U.S. Federal Holidays;

- *1st January, unless this day falls on a weekend (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, unless this day falls on a weekend, (Independence Day),
- first Monday in September (Labor Day),

second Monday in October (Columbus Day),
11th November unless this day falls on a weekend (Veteran's
Day),
fourth Thursday in November (Thanksgiving Day), and
25th December, unless this day falls on a weekend (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, unless this day falls on Sunday (National
Foundation Day or Kenkoku Kinen-no-hi),
21st March, unless this day falls on Sunday (Spring Vernal
Equinox Day or Shunbun-no-hi),
29th April, unless this day falls on Sunday (Showa-no-hi),
3rd May, unless this day falls on Sunday (Constitution Day or
Kenpou Kinen-bi),
4th May, unless this day falls on Sunday (Greenery Day or
Midori-no-hi),
5th May, unless this day falls on Sunday (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),
23rd September, unless this day falls on Sunday (Autumn Vernal
equinox Day or Shuubun-no-hi),
second Monday in October (Health Sports Day or Taiiku-no-hi),
3rd November, unless this day falls on Sunday (Culture Day or
Bunka-no-hi)
23rd November, unless this day falls on Sunday (Labor
Thanksgiving Day or Kinrou Kanshya-no-hi), and
23rd December, unless this day falls on Sunday (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.

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

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

(b) The COR for this contract is the Motorpool Supervisor in the Transportation Office of General Services at the U.S. Embassy in Tokyo, Japan.

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

SECTION 3: Solicitation Provisions

3.1 Solicitation Provisions

3.1.1 FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2015), is incorporated by reference.

Addendum to 52.212-1: none

3.1.2 Summary of Instructions

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

- a. Standard Form (SF) 1449 (page 1 - complete blocks 17a, 30a, 30b, and 30c as appropriate);
- b. Subsection 1.1.4 Pricing (page 5);
- c. SECTION 5 (complete all applicable portions of the SECTION, pages 32 through 42); and
- d. Information demonstrating the quoter's ability to perform, including:

(1) Evidence that the quoter operates an established business with a permanent address and telephone listing;

(2) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Japan then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person.

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

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

(4) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided

(5) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

Submit the complete quotation by mail or hand-deliver to the address indicated below by no later than 4:00 p.m., Tuesday, March 29, 2016 (local time). No quotations will be accepted after this time, and no electronic quotations shall be accepted.

U.S. Embassy
GS/Procurement
Attn: Contracting Officer (RFQ No. SJA800-16-Q-0011)
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or
<http://farsite.hill.af.mil/search.htm>

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

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

<u>Clause</u>	<u>Title and Date</u>
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- 52.204-7 System for Award Management (JULY 2013)
52.204-16 Commercial and Government Entity Code Reporting
(NOV 2014)
52.214-34 Submission of Offers in the English Language (APR
1991)
52.225-25 Prohibition on Contracting with Entities Engaging
in Certain Activities or Transactions Relating to
Iran—Representation and Certifications (DEC 2012)
52.237-1 SITE VISIT (APR 1984)
The site visit will be held on Tuesday, March 15,
2016 from 12:30 p.m. to on/about 2:00 p.m. at the
U.S. Embassy, located at 1-10-5 Akasaka, Minato-
ku, Tokyo. Prospective offerors should provide a
list of attendee(s) with individual name(s) and
company name, including telephone/fax numbers and
e-mail address, to Ms. Miho Hama via facsimile at
fax number 03-3224-5179 or e-mail at
HamaMX@state.gov to arrange entry to the Embassy.

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
Embassy.

The following DOSAR provisions are provided in full text:

DOSAR 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or write to:

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of

this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or write to:

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

SECTION 4: Evaluation Factors

Evaluation Factors

Award will be made to the lowest priced, acceptable, responsible quoter. The quoter shall submit a completed quotation per subsection 3.1.2 Summary of Instructions.

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

The lowest price will be determined by multiplying the quoted unit price times the estimated quantity in subsection 1.1.4 Pricing and arriving at a grand total.

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

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

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

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

SECTION 5: Representations and Certifications

5.1 Representations and Certifications

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (NOV 2015)

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

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

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

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

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

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

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

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

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

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

- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

Sensitive technology—

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

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the

stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

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

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) 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 this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

_____. [*Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.*]

(c) Reserved

(d) Reserved

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form

LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Reserved

(g) Reserved

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

taxpayer has exercised all judicial appeal rights.

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

(j) Reserved

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

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

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification

in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:_____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations-

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

(2) *Representation*. The offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

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

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

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

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).

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

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

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

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

venture.

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

Immediate owner CAGE

code: _____

Immediate owner legal

name: _____

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

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

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

Highest level owner CAGE

code: _____

Highest level owner legal

name: _____

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

(End of Provision)

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

The following DOSAR provision is provided in full text:

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.

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.

(End of provision)

Attachment 1 - Sample Task Order Form

ORDER FOR SUPPLIES OR SERVICES						PAGE	OF	PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1		
1. DATE OF ORDER (to be determined)		2. CONTRACT NO. (If any) (to be determined)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Embassy				
5. ISSUING OFFICE (Address correspondence to) U.S. Embassy				b. STREET ADDRESS 1-10-5 Akasaka				
7. TO:				c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-0052	
				f. SHIP VIA				
a. NAME OF CONTRACTOR (to be determined)		8. TYPE OF ORDER						
b. COMPANY NAME		<input type="checkbox"/> 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.			<input type="checkbox"/> 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.			
c. STREET ADDRESS		d. CITY		e. STATE	f. ZIP CODE			
9. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated at the time an order is placed.				10. REQUISITIONING OFFICE Facility Management Office				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))								
<input type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED		
12. F.O.B. POINT Destination			14. GOVERNMENT B/L NO. n/a		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indefinite		16. DISCOUNT TERMS Net 30	
13. PLACE OF			a. INSPECTION See Block 6.		b. ACCEPTANCE See Block 6.			
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 provide passenger transportation services and vehicle with driver 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.			17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Financial Management Officer							17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 1-10-5 Akasaka							
c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-8420					
22. UNITED STATES OF AMERICA BY (Signature)					23. NAME (Name of Contracting Officer) TITLE: CONTRACTING/ORDERING OFFICER			

Attachment 2
American Embassy Transportation
REQUEST FOR VEHICLES

Date: _____

TO: GS Transportation Supervisor, Room 170

Request Received from: _____

Requester

Agency

Date

Form of Request: Cable, Fax, Phone, Other: _____

New/Revision/Addition

FISCAL DATA/Document: _____

Transportation service is requested during the date specified below:

<u>Type of Vehicle</u>	<u>No. of Vehicles</u>	<u>Date start</u>	<u>Date release</u>
Minibus (25-Passenger) With driver	_____ Vehicle(s)	_____	_____
Bus (45-Passenger) With driver	_____ Vehicle(s)	_____	_____

Remarks: _____

Please be noted that
the regular service
hours is from 8:30 am
to 5:30 pm.

Approved by:

Contracting Officer

Confirmed with :

Vendor

Date

Attachemt 3

SAMPLE OF DAILY VEHICLE USE RECORD

Daily Vehicle Use Record			
			Date:
Name of Company:			
Sticker No:		Service Hours:	Hrs.
Driver's Name:		*Released Point	
Point of Report:		*Time Released:	
Time Reported:		*Name and Signature of Passenger:	
Please be noted that this completed form be submitted to the U.S. Emabssy			
Dispatch Points as soon as possible.			
* To be filled out by passenger			