



Embassy of the United States of America

Tokyo, Japan

May 3, 2016

Dear Prospective Offerors:

SUBJECT: Solicitation Number SJA800-16-R-0014
(IDIQ) Kitchen Cabinet Replacement Services

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

If you are interested in submitting a proposal on this project, read the instructions in SECTION L of the attached solicitation.

To provide all the offerors with a uniform explanation of the services required hereabove, the U.S. Embassy will hold a pre-proposal conference and site visit at the following date, time, and location:

Date and Time: Tuesday, May 17, 2016; at 2:00 p.m.

Location: Meet at Grew Gate of U.S. Embassy Apartment Compound
2-1-1 Roppongi, Minato-ku, Tokyo 106-0032

All interested offerors who wish to attend must submit individual name(s), company name/address, and telephone/fax numbers (and e-mail address) to Miho Hama at FAX 03-3224-5179 or e-mail at HamaMX@state.gov by no later than 12:00 noon, Friday, May 13, 2016, to arrange entry to the compound.

Following the conference and site visit, offerors may submit questions in regard to this solicitation by 12:00 noon, Friday, May 20, 2016, via FAX at 03-3224-5179 or e-mail at HamaMX@state.gov. All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

Proposals must be received by no later than **12:00 noon, Friday, June 3, 2016 (local time)**. No proposals will be accepted after this time, and no electronic proposals shall be accepted. Proposals must be submitted in a sealed envelope marked "Proposal Enclosed" and be addressed as follows:

U.S. Embassy
GS/Procurement (Solicitation No. SJA80016R0014)
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

In order for an offer to be considered, you must complete and submit the following (see subsection L.4 Submission of Offers for detailed instructions):

- (1) Standard Form 1442;
- (2) SECTION B: Supplies or Services and Prices/Costs; and
- (3) SECTION K: Representations, Certifications and Other Statements of Offerors.

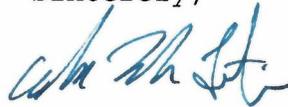
As required by U.S. Government's federal acquisition regulation (FAR), prospective quoters shall be registered in the System for Award Management (SAM) database prior to award of a contract. Below is the website link providing additional vendor registration information:

<https://www.sam.gov/portal/public/SAM#1#>

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

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

Sincerely,



Adham Z. Loutfi
Contracting Officer

Enclosure:
Solicitation SJA800-16-R-0014

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	SJA800-16-R-00014	[] SEALED BID (IFB) [✓] NEGOTIATED (RFP)	May 3, 2016	1 60

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NO. PR5255014 /	6. PROJECT NO.
7. ISSUED BY GS/Procurement Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan	CODE	8. ADDRESS OFFER TO See Item 7.
9. FOR INFORMATION CALL: ➔	A. NAME Miho Hama	B. TELEPHONE NO. (NO COLLECT CALLS) 03-3224-5754

SOLICITATION

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

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

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

- Attachment J-1 - Kitchen Plans of Each Apartment Type
- Attachment J-2 - Apartment Type by Kitchen Spaces and Countertop Areas
- Attachment J-3 - Sample Task Order Form
- Attachment J-4 - Personal History Statement

11. The Contractor shall begin performance within see subsection B.4.4 after receipt of Task Order and complete see subsection B.4.4 after work commencement.

This performance period is [✓]mandatory, []negotiable.

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

- A. Sealed offers in one original to perform the work required are due at the place specified in Item 8 by 12:00 noon, Friday, June 3, 2016 (local time). Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee [] is, [✓] is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers/ quotes are due will not be considered and will be rejected.

SECTION B: Supplies or Services and Prices/Costs

B.1 Scope of Services

The Contractor shall provide personnel, supplies, materials, and equipment for kitchen cabinet replacement services for the U.S. Embassy apartment compound (also known as the Mitsui Housing Compound) as described in SECTION C and the Attachments under SECTION J of this contract.

B.2 Type of Contract

a. This is an indefinite-delivery, indefinite-quantity (IDIQ) type contract for kitchen cabinet replacement services. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Oral task orders may be necessary for emergencies, however, they shall be issued in writing within three working days after issuance of the oral instructions. The task orders shall specify the location and type of work requested (see subsection B.4 and Attachment J-3 - Sample Task Order Form).

b. The contract will be for a one-year period from the date specified in Notice to Proceed. Because the services to be ordered under this contract are indefinite-delivery/indefinite-quantity in nature, this contract establishes the following minimum and maximum amounts:

(1) Contract Minimum. The U.S. Government shall place orders totaling a minimum of \$50,000 or its equivalent in Japanese Yen. This reflects the contract minimum for this performance period.

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

B.3 Prices/Costs

a. The prices listed below include, but not limited to, all labor, supplies, materials, equipment, services, direct and indirect costs, insurance premium, overhead, profit, and disposal fee of removed materials.

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in subsection B.4. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, and disposal fee of removed materials.

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

Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration: <http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

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

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

a. Kitchen Cabinet Replacement Services (subsection C.4)

*Apartment Type and Kitchen Spaces (**sqm)	**Estimated Quantity	Unit Price X Per Unit	=	Estimated Price
PHG-1A	6.6	1 unit	¥	¥
P-1B	7.5	1 unit	¥	¥
P-1C	6.0	0 unit	¥	¥
P-1D	7.3	0 unit	¥	¥
PHG-2A	6.0	1 unit	¥	¥
PHG-2B	6.0	0 unit	¥	¥
PHG-2C	8.9	1 unit	¥	¥
PHG-2D	8.9	1 unit	¥	¥
P-2E	5.5	0 unit	¥	¥
PHG-2F	11.5	0 unit	¥	¥
PHG-3A	7.7	1 unit	¥	¥
PHG-3B	13.3	1 unit	¥	¥
P-3C	11.7	0 unit	¥	¥
PHG-3D	13.7	1 unit	¥	¥
HG-4A	18.4	1 unit	¥	¥
PHG-4B	14.1	1 unit	¥	¥
M-3	7.0	1 unit	¥	¥
M-4	7.0	1 unit	¥	¥
T-3	10.3	1 unit	¥	¥
T-4	12.5	1 unit	¥	¥
PHG-III	16.1	1 unit	¥	¥
P-IIA	11.5	0 unit	¥	¥
HG-IIA	14.7	1 unit	¥	¥
P-IIB	9.7	0 unit	¥	¥
HG-IIB	15.7	0 unit	¥	¥
HG-IIC	9.8	1 unit	¥	¥
PHG-I	18.0	1 unit	¥	¥

Sub-total of Estimated Price for
Kitchen Cabinet Replacement Services: ¥ _____

b. (Option 1) Kitchen Countertop Replacement Services (subsection C.5)

*Apartment Type and Countertop Areas (**sqm)	**Estimated Quantity	Unit Price X Per Unit	Estimated = Price
PHG-1A	2.50	1 unit	¥ _____
P-1B	2.50	1 unit	¥ _____
P-1C	2.50	0 unit	¥ _____
P-1D	2.50	0 unit	¥ _____
PHG-2A	2.86	1 unit	¥ _____
PHG-2B	2.93	0 unit	¥ _____
PHG-2C	4.17	1 unit	¥ _____
PHG-2D	3.85	1 unit	¥ _____
P-2E	3.50	0 unit	¥ _____
PHG-2F	4.57	0 unit	¥ _____
PHG-3A	4.26	1 unit	¥ _____
PHG-3B	5.80	1 unit	¥ _____
P-3C	4.08	0 unit	¥ _____
PHG-3D	5.00	1 unit	¥ _____
HG-4A	4.30	1 unit	¥ _____
PHG-4B	3.65	1 unit	¥ _____
M-3	3.80	1 unit	¥ _____
M-4	3.07	1 unit	¥ _____
T-3	3.68	1 unit	¥ _____
T-4	3.35	1 unit	¥ _____
PHG-III	7.40	1 unit	¥ _____
P-IIA	6.06	0 unit	¥ _____
HG-IIA	6.06	1 unit	¥ _____
P-IIB	6.14	0 unit	¥ _____
HG-IIB	6.20	0 unit	¥ _____
HG-IIC	3.51	1 unit	¥ _____
PHG-I	6.46	1 unit	¥ _____

Sub-total of Estimated Price for
Kitchen Countertop Replacement Services: ¥ _____

Note: Countertop areas are approximate only. Contractor shall measure the countertop size at the site each time receiving a task order.

c. (Option 2) Kitchen Countertop Restoration Services (subsection C.6)

*Apartment Type and Countertop Areas (**sqm)	**Estimated Quantity	Unit Price X Per Unit	Estimated = Price
PHG-1A	2.50	1 unit	¥ _____
P-1B	2.50	1 unit	¥ _____
P-1C	2.50	0 unit	¥ _____
P-1D	2.50	0 unit	¥ _____
PHG-2A	2.86	1 unit	¥ _____
PHG-2B	2.93	0 unit	¥ _____
PHG-2C	4.17	1 unit	¥ _____
PHG-2D	3.85	1 unit	¥ _____
P-2E	3.50	0 unit	¥ _____
PHG-2F	4.57	0 unit	¥ _____
PHG-3A	4.26	1 unit	¥ _____
PHG-3B	5.80	1 unit	¥ _____
P-3C	4.08	0 unit	¥ _____
PHG-3D	5.00	1 unit	¥ _____
HG-4A	4.30	1 unit	¥ _____
PHG-4B	3.65	1 unit	¥ _____
M-3	3.80	1 unit	¥ _____
M-4	3.07	1 unit	¥ _____
T-3	3.68	1 unit	¥ _____
T-4	3.35	1 unit	¥ _____
PHG-III	7.40	1 unit	¥ _____
P-IIA	6.06	0 unit	¥ _____
HG-IIA	6.06	1 unit	¥ _____
P-IIB	6.14	0 unit	¥ _____
HG-IIB	6.20	0 unit	¥ _____
HG-IIC	3.51	1 unit	¥ _____
PHG-I	6.46	1 unit	¥ _____

Sub-total of Estimated Price for
Kitchen Countertop Restoration Services: ¥ _____

Note: Countertop areas are approximate only. Contractor shall measure the countertop size at the site each time receiving a task order.

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

**The Estimated Quantity is for evaluation purposes only.

***Sqm denotes square meter.

d. Wall Board Replacement Services (subsection C.15)

Description	Estimated Quantity	X	Unit Price	=	Estimated Price
Wall Board Replacement (Per Square Meter)	15		¥ _____ /m ²		¥ _____

Sub-total of Estimated Price for
Wall Board Replacement Services: ¥ _____

e. Grand total of Estimated Price (a + b + c + d above):

¥ _____

B.4 Ordering

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

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

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

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

- a. Date of order;
- b. Contract number;
- c. Task Order number;
- d. Location of property to be replaced;
- e. Quantity of work (unit of cabinet); and
- f. unit price and total amount.

B.4.4 Completion Date

- a. The Contractor shall complete all services for each apartment type in accordance with the number of days specified in subsection

C.11 Completion of Work. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

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

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

SECTION C: Description/Specifications/Work Statement

C.1 Introduction

C.1.1 General. The U.S. Embassy Tokyo requires a kitchen cabinet replacement service contractor to perform task orders on U.S. Embassy apartment compound (also known as Mitsui Housing Compound), located at 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032. The Contractor shall furnish managerial, administrative, and direct operational personnel to accomplish all work as required.

C.1.2 Designated Representative. The Contractor shall designate a representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government.

The designated representative shall be located on site during normal working hours (see subsection F.8 Working Hours) and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.3 Personnel. The Contractor shall be responsible for providing qualified technicians with relevant experience to perform kitchen cabinet replacement services for task orders issued under this contract. Helper positions do not need to meet the experience requirement.

C.2 Scope of Services

The Contractor shall furnish and install kitchen cabinets for residential units as specified in Attachment J-1 - Kitchen Plans of Each Apartment Type and Attachment J-2 - Apartment Type by Kitchen Spaces and Countertop Areas. Locations of work are kitchen of any buildings in Mitsui Housing Compound (including Mitsui Townhouses, Temple Townhouses, Perry Tower, Harris Tower, and Grew Towers), located at 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

C.3 Specifications and Work Requirements

Most of kitchen replacement work will be performed during the *Make Ready period.

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

Refer to subsections B.3.2.a, B.3.2.b, and B.3.2.c for annual estimated quantity and Attachments J-1 and J-2 for the apartment types at the Mitsui Housing Compound.

C.4 Kitchen Cabinet Replacement Services

C.4.1 Each apartment of regular apartment units (Type: 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 2F, 3A, 3B, 3C, 3D, 4A, 4B, M4, M3, T4, and T3) and Category apartment units (Type: I, IIA, IIB, IIC, and III) has its own kitchen layout.

C.4.2 The Contractor shall remove and dispose of existing kitchen cabinets.

C.4.3 The Contractor shall use SUN VARIE ALESTA Group 3 Quality gloss series manufactured by SUN WAVE KOGYO or its equivalent. The Contractor shall refer to the existing layouts and dimensions of the base and wall cabinets except the Contractor shall use 700mm height of wall cabinets.

The price for cabinet replacement services shall not include the services for kitchen countertop replacement nor restoration.

C.5 Option 1: Kitchen Countertop Replacement Services

If needs arise, the U.S. Government will issue separate task orders for obtaining kitchen countertop replacement services as described below.

- a. New surface material shall be acrylic marble Dupon CORIAN/Sierra White Stone or its equivalent. 12.3mm thickness of acrylic marble top surface plus 12mm of plywood plus 3mm acrylic marble back surface. Round nose finish with r=3mm. The Contractor shall refer to the kitchen in apartment room number M101 for the typical width and other finish details.
- b. The edges and 80mm high backsplash shall be neatly sealed after installation.
- c. The Contractor shall furnish and install 900mm wide under mount type stainless steel sink. The Contractor shall restore the garbage disposer.
- d. The Contractor shall install Contractor-furnished new kitchen faucet equivalent to the new standard model installed in the Mitsui Housing Compound.
- e. The Contractor shall dispose of removed countertop in accordance with applicable local codes for industrial waste disposal.

C.6 Option 2: Re-installation (Restoration) of Existing Acrylic Marble Countertop

If needs arise, the U.S. Government will issue separate task orders for obtaining kitchen countertop restoration services as described below.

If acrylic marble countertop is originally installed, the Contractor shall carefully remove and save the countertop. After new base cabinets are installed, the Contractor shall re-install the countertop and splash guards. The Contractor shall caulk the edges.

C.7 Protection of Work and Clean Up

C.7.1 Work Protection. All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the U.S. Government.

C.7.2 Furniture Protection. The Contractor shall be responsible for protecting furniture in the work area from any damages given in performing all work covered by this Contract. In advance of painting, the Contractor shall cover furniture in the work area with plastic sheet to protect from dirt, dust, paint splatter, and any other foreign particles.

C.7.3 Cleaning. On completion of cabinet replacement, the Contractor shall thoroughly clean the entire work area in vacuum-cleaned conditions prior to turnover to the U.S. Government.

C.7.4 Debris Disposal. The Contractor shall dispose of all debris generated/left over from the contracted work outside the Mitsui Housing Compound in accordance with applicable local codes for industrial waste disposal.

C.8 Contractor's Personnel

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

C.9 Schedule of Work

C.9.1 Schedule of Work. Unless otherwise specified by the COR, normally the contracted work shall be performed for the buildings in the Mitsui Housing Compound on Monday through Friday from 08:30 to 17:30 hours, excluding both U.S. and Japanese holidays.

C.9.2 Task Order. The U.S. Government may issue a work order in conjunction with task order, as needs for the contracting services occur, citing date of issue, description and quantity of services required, quantity change if any, the unit prices and total amount, date and place of performance required, work order number, the contract number and special instructions and/or requirements, if any.

C.9.3 The Contractor must be able to replace the cabinets up to two units simultaneously during the busiest Make Ready season.

C.10 Contractor's Submittal

The Contractor shall submit material samples for the COR's approval at least 15 calendar days after the contract is awarded.

C.11 Completion of Work

The maximum allowable time for the completion of work on each task order shall be determined from the following specified timetable.

<u>Apartment Type (28 Types)</u>	<u>Maximum Allowable Workdays</u>
HG-1A, P-1A, P-1B, P-1C, P-1D	Three (3) calendar days
PHG-2A/2B/2C/2D/2F/2G, P-2E	Four (4) calendar days
PHG-3A/3D, P-3B, HG-3B, P-3C	Four (4) calendar days
HG-4A, P-4B, HG-4B	Five (5) calendar days
PHG-III, P-IIA, HG-IIA, P-IIB HG-IIB, HG-IIC, PHG-I	Six (6) calendar days
M-3	Four (4) calendar days
M-4	Four (4) calendar days
T-3	Four (4) calendar days
T-4	Four (4) calendar days

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

C.12 Furniture Moving

All moving work of furniture and appliances is not included in this contract. However, the Contractor shall be responsible for protecting furniture in the work area from any damages given in performing all the contracted work.

C.13 Inspection and Acceptance by the Contracting Officer's Representative (COR)

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

C.14 Guarantee

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

C.15 Wall Board Replacement Services:

After the Contractor removes old kitchen cabinets and find molds or any water damage on walls, the Contractor shall immediately report to the COR. The Contractor shall replace wall boards with existing material in the specified areas. The Contracting Officer will issue a task order prior to the replacement services.

SECTION D: Packaging and Marking

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

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

SECTION E: Inspection and Acceptance

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>Clause</u>	<u>Title and Date</u>
52.246-4	Inspection of Services - Fixed Price (AUG 1996)
52.246-12	Inspection of Construction (AUG 1996)

SECTION F: Deliveries or Performance

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

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

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

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

F.2 Period of Performance

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months. The initial period of performance includes any transition period authorized under the contract.

F.3 Deliverables

The Contractor shall deliver the following items:

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

F.4 Reserved

F.5 Acceptance of Schedule

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

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

F.6 Notice of Delay

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

F.7 Notice to Proceed

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

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

F.8 Working Hours

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

F.9 Excusable Delays

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

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

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

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

F.10 Post Award Conference

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

SECTION G: Contract Administrative Data

G.1 Monitoring of the Contractor

G.1.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

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

(b) The COR for this contract is the Maintenance Supervisor at the U.S. Embassy in Tokyo.

G.2.2 Duties. The COR is responsible for inspection and acceptance of services. These duties include review of contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 Payment

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

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

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

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

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

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

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

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

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

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

G.2.7 The Contractor shall send the invoice to the following address:

U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Attn: Facility Management Office
(Invoice / Order No. _____)

G.3 Recordkeeping Requirements

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

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

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

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

SECTION H: Special Contract Requirements

H.1 Issuance of Oral Task Orders

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

H.2 Ordering Official

The designated ordering individual for this contract is the Contracting Officer.

H.3 Reserved

H.4 Insurance

H.4.1 Amount of Insurance

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

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

1. Bodily Injury on or off the site in Japanese yen:

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

2. Property Damage on or off the site in Japanese yen:

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

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

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

- (1) any property of the Contractor,
- (2) its officers,
- (3) agents,

(4) servants,
(5) employees, or
(6) any other person,
arising from and incident to the Contractor's performance of this contract.

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

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

H.4.2 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.4.3 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance within 10 calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.5 Governing Law

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 Reserved

H.7 Laws and Regulations

H.7.1 Compliance Required. The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the contractor shall comply with the more stringent of:

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

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

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

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

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

H.8 Responsibility of Contractor

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

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

H.9 Maintenance Operations

H.9.1 Operations and Storage Areas

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

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

H.9.2 Use of Premises

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises.

The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

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

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

H.10 Safety

DOSAR 652.236-70 Accident Prevention (APR 2004)

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

- (1) provide appropriate safety barricades, signs and signal lights;
- (2) comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) for overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) scaffolding;
 - (ii) work at heights above two (2) meters;
 - (iii) trenching or other excavation greater than one (1) meter in depth;
 - (iv) earth moving equipment;
 - (v) temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination

inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or (viii) hazardous noise levels.

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

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

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

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

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

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

H.11 Subcontractors and Suppliers

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

(a) subcontractors,

(b) material men and laborers,
for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the

building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 Approval of Subcontractors

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

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

H.12 Contractor Personnel

H.12.1 Removal of Personnel.

a. The Contractor shall:

(a) maintain discipline at the site and at all times;

(b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

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

(a) incompetent,

(b) careless,

(c) insubordinate or

(d) otherwise objectionable, or

(e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 Maintenance Personnel Security

a. After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project along with a completed Personal History Statement (see Attachment J-4) for the U.S.

Government to conduct security checks. It is anticipated that security checks will take 30 days to perform.

b. Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 Materials and Equipment

H.13.1 Selection and Approval of Materials

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

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

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

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register 10 days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 Custody of Materials. The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to

the contractor or to any person for whom it is responsible, including subcontractors. The contractor shall deliver all items to the site as soon as practicable. The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the contractor has custody but that have not been delivered or secured at the site. The contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 Surplus Materials

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

H.15 Special Warranties

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

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

H.16 Noncompliance with Contract Requirements

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

SECTION I: Contract Clauses

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (NOV 2013)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government (SEPT 2006)
52.203-7	Anti-Kickback Procedures (MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-9	Personal Identify Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2015)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 214)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (OCT 2015)
52.215-2	Audit and Records - Negotiation (OCT 2010)

- 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications (AUG 2011)
- 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications (OCT 2010)
- 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010)

- 52.216-7 Allowable Cost and Payment (JUN 2013) Alternate I (FEB 1997)
- 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies (FEB 2016)
- 52.222-50 Combating Trafficking in Persons (MAR 2015)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.225-5 Trade Agreements (FEB 2016)
- 52.225-13 Restrictions on Certain Foreign Purchase (JUN 2008)
- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance-Work on a Government Installation (JAN 1997)
- 52.228-11 Pledges of Assets (JAN 2012)
- 52.228-13 Alternative Payment Protection (JULY 2000)
- 52.228-14 Irrevocable Letters of Credit (NOV 2014)
- 52.229-6 Taxes - Foreign Fixed-Price Contracts (FEB 2013)
- 52.232-1 Payments (APR 1984)
- 52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
- 52.232-8 Discounts for Prompt Payment (FEB 2002)
- 52.232-17 Interest (MAY 2014)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-25 Prompt Payment (JULY 2013)
- 52.232-27 Prompt Payment for Construction Contract (MAY 2014)
- 52.232-32 Performance Based Payments (APR 2012)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (JULY 2013)
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- 52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigations and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures Equipment, Utilities, and Improvements (APR 1984)

- 52.236-10 Operations and Storage (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.242-13 Bankruptcy (JULY 1995)
- 52.243-1 Changes - Fixed-Price (AUG 1987) Alternate II (APR 1984)
- 52.244-6 Subcontractor and Commercial Items (FEB 2016)
- 52.245-1 Government Property (APR 2012)
- 52.245-2 Government Property Installation Operation Services (APR 2012)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.248-1 Value Engineering (OCT 2010)
- 52.249-4 Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
- 52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)
- 52.253-1 Computer Generated Forms (JAN 1991)

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

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

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-
- (1) cancel the solicitation, if the contract has not yet been awarded or issued; or
 - (2) rescind the contract with respect to which-
 - (i) The Contractor or someone acting for the contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-
 - (A) exchanging the information covered by such subsections for anything of value; or
 - (B) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
 - (ii) The head of the Contracting activity has determined, based upon a preponderance of the evidence, that the contractor or someone acting for the contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to

any penalty prescribed by law, the amount expended under the contract.

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

FAR 52.216-18 Ordering (OCT 1995)

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

(b) All Delivery Orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order or Task Order and this contract, the contract shall control.

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

FAR 52.216-19 Order Limitations (OCT 1995)

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

(b) Maximum Order. The contractor is not obligated to honor—
(1) Any order for a single item in excess of \$245,000;
(2) Any order for a combination of items in excess of \$245,000;
or
(3) A series of orders from the same ordering office within three working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

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

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

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

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

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of

the current calendar year, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.3 The following Department of State Acquisition Regulation (DOSAR) clauses are provided in full text:

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

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

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

DOSAR 652.243-70 Notices (AUG 1999)

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

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The contractor warrants the following:

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

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

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

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

(a) The Optional Form 347 (see Attachment J-3 - Sample Task Order Form), *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

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

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

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

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

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

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

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

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

is normally charged indirectly in accordance with the contractor's accounting policy.

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

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

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

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

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

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

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

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

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore

exempted from Section 8(a)'s prohibitions listed in paragraphs (a) (1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

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

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

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

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

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

contractual services within that country, as may be defined by such regulations.

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

(a) The Contractor warrants the following:

- (1) that 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.

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.

SECTION J: List of Attachments

Attachment J-1 - Kitchen Plans of Each Apartment Type

Attachment J-2 - Apartment Type by Kitchen Spaces and Countertop
Areas

Attachment J-3 - Sample Task Order Form

Attachment J-4 - Personal History Statement

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

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

(a) The offeror certifies that -

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

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

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

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

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

(2)

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

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

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

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

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

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

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

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

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(a) Definitions

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

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

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

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

(d) Taxpayer Identification Number (TIN)

TIN: _____

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

(e) Type of Organization

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

(f) Common Parent

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990.

(2) The small business size standard is \$14 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to

solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

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

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

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

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

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

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

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

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

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

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) Examples.

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

will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

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

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

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

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

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

K.7 Authorized Contract Administrator

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

Name: _____

Address: _____

Telephone and Fax Numbers: _____

K.8 DOSAR 652.225-70 Arab League Boycott of Israel (AUG 1999)

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

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

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

(b) Certification. By submitting this offer, the offeror certifies that it is not:

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

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

K.9 DOSAR 652.228-70 Defense Base Act - Covered Contractor Employees (JUN 2006)

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

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

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

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

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

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

(d) Reserved.

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

(a) Definitions. As used in this provision-

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

"Marginalized populations of Sudan" means-

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

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

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

- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

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

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

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

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

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

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

K.12 FAR 652.209-79 Representation by Corporation Regarding an Unpaid Delinquent Tax Liability or a Felony Criminal Conviction Under Any Federal Law (SEPT 2014) (Deviation per PIB 2014-21)

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

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

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

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

(b) Offeror represents that—

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

(2) It is[] is not[] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

SECTION L: Instructions, Conditions, and Notices to Offerors

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

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:
<http://acquisition.gov/far/index.html/> or
<http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of the Department of State Acquisition website at <http://www.statebuy.state.gov/> or an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

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

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

L.2 Solicitation Provisions in Full Text

FAR 52.216-1 Type of Contract (APR 1984)

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

FAR 52.233-2 Service of Protest (AUG 1996)

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

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

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

L.3 Review of Documents

Each Offeror is responsible for:

- (1) obtaining a complete set of contract drawings and specifications;
- (2) thoroughly reviewing such documents and understanding their requirements;
- (3) visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) determining that all materials, equipment and labor required for the work are available.

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

L.4 Submission of Offers

L.4.1 General. This solicitation is for the performance of kitchen cabinet replacement services described in SECTION C: Description/ Specifications/Work Statement, and the Attachments that are a part of this solicitation.

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

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

Proposals must be received by no later than **12:00 noon, Friday, June 3, 2016 (local time)**. No proposals will be accepted after this time, and no electronic proposals shall be accepted. Proposals must be submitted by post mail or hand-deliver to the address indicated below:

U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Attn: Contracting Officer
(Solicitation No. SJA800-16-R-0014)

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

L.4.3 Detailed Instructions

- a. Volume 1. Volume 1 consists of completion of blocks 14 through 20C of the Standard Form 1442 (SF-1442).
- b. Volume 2. Volume 2 consists of completion of subsection B.3.2 under SECTION B: Supplies or Services and Prices/Costs.
- c. Volume 3. Volume 3 consists of completion of all portions of SECTION K that are applicable.

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

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.
- (b) A site visit has been schedule on Tuesday, May 17, 2016, from 2:00 p.m. to on/about 3:30 p.m.
- (c) Participants shall meet at the Grew Gate of Mitsui Housing Compound, located at 2-1-1 Roppongi, Minato-ku, Tokyo.

L.6 Pre-proposal Conference

A pre-proposal conference to discuss the requirements of this solicitation will be held on Tuesday, May 17, 2016 from 2:00 p.m. to on/about 3:30 p.m., at the Mitsui Housing Compound. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, verbal questions may be taken.

L.7 DOSAR 652.206-70 Competition Advocate/Ombudsman (AUG 1999)
(Deviation)

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

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

L.8 Magnitude of Construction Project

It is anticipated that the range in price of this contract will be: Between \$100,000 and \$250,000.

L.9 Financial Statement

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

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

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

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

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract.

Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be non-responsible.

SECTION M: Evaluation Factors for Award

M.1 Evaluation of Proposals

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

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

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

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

(c) Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.

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

M.2 Reserved

M.3 Quantities for Evaluation

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

M.4 Separate Charges

Separate charges, in any form, are not solicited. The U.S. Government shall not be obligated to pay any charges other than the contract price.