Embassy of the United States of America

Tokyo, Japan

August 27, 2015

Dear Prospective Quoters:

SUBJECT: Request for Quotations Number SJA800-15-Q-1158
Chiller Repair 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 repair services for two chillers at the U.S. Embassy, Tokyo.

If you are interested in submitting a quotation on this project, read the instructions in Section J of the enclosed Request for Quotations (RFQ).

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

Date and Time: Tuesday, September 8, 2015; at 10:00 a.m.
Location: Meet at Reception area, U.S. Embassy, Tokyo
1-10-5 Akasaka, Minato-ku, Tokyo 107-8420

All interested quoters who wish to attend must submit individual name(s), company name/address, telephone/fax numbers, and e-mail address to Masao Chuma at FAX 03-3224-5179 or e-mail at ChumaMX@state.gov by no later than 12:00 noon, Thursday, September 3, 2015, to arrange entry to the compound.

Following the conference and site visit, quoters may submit questions in regard to this RFQ by 12:00 noon, Thursday, September 10, 2015, via FAX at 03-3224-5179 or e-mail at ChumaMX@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 RFQ documents.

Quotations must be received by no later than **4:00 p.m., Thursday, September 17, 2015 (local time).** No quotations will be accepted after this time, and no electronic quotations shall be accepted. Quotations must be submitted by post mail or hand-deliver to the address indicated below:

Contracting Officer
(RFQ No. SJA800-15-Q-1158)
U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Japan

In order for a quote to be considered, you must complete and submit the following (see subsection J.2 Submission of Quotations for detailed instructions):

(1) Standard Form 18;

(2) Section A: Price;

(3) Performance Schedule in the form of a "bar chart"; and

(4) Section L: Representations, Certifications, and Other Statements of Quoters.

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. See FAR provision 52.204-7 System for Award Management in Section J: Quotation Information of the RFQ. 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 quotation.

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

Sincerely,

Adham Z. Loutfi
Contracting Officer

Enclosure:
Request for Quotations SJA800-15-Q-1158

REQUEST FOR QUOTATIONS (RFQ) *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [√] IS NOT A SMALL BUSINESS SET-ASIDE	PAGE 1	OF	PAGES 36

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
SJA800-15-Q-1158	August 27, 2015	PR4585365		

5A. ISSUED BY

GSO/Procurement Unit
U.S. Embassy, Tokyo
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Japan

6. DELIVER BY *(Date)*

5B. FOR INFORMATION CALL: *(Name and telephone no.) (No collect calls*

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Masao Chuma	03	3224-5752

7. DELIVERY

X FOB DESTINATION OTHER *(See Schedule)*

8. TO:

a. NAME	b. COMPANY

c. STREET ADDRESS

d. CITY	e. STATE	f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE

b. STREET ADDRESS

c. CITY	
d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE:

Sep. 17, 2015; 4 p.m.

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter

11. SCHEDULE *(Include applicable Federal, State and local taxes)*

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Chiller Repair Services for U.S. Embassy Tokyo, in accordance with terms and conditions of the contract.	1	Project		

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS	
	%	%	%	NUMBER	%

NOTE: Additional provisions and representations [√]are [ ]are not attached.

13 NAME AND ADDRESS OF QUOTER	14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15 DATE OF QUOTATION
a. NAME and ADDRESS OF QUOTER (COMPANY) DUNS NO.:		
c. COUNTY	16. SIGNER a. NAME (*Type or print*)	b. TELEPHONE
d. CITY / e. STATE / f. ZIP CODE	c. TITLE (Type or print)	AREA CODE NUMBER

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Section A: Price

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include, but not limited to, all labor, materials, all insurances, overhead, and profit.

One Project: ¥_____

The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.
(For non-Designated Stores, please visit the following link for registration:
http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm
)

Section B: Statement of Work

B.1 Scope of Work

The Contractor shall replace the Two Air Cooled Chillers serving the Auditorium of the Chancery Building, located at 10-5, Akasaka 1-chome, Minato-ku, Tokyo.

B.2 Materials, Standards of Work/Conduct, Contractor Personnel:

B.2.1 Unless otherwise specified herein, all the materials to be used for the contracted work shall be new and meet or exceed the Japanese Industrial Standard (JIS). The Contractor shall provide the Contracting Officer’s Representative (COR) a hazardous material (HM) inventory and material safety data sheets if such materials are brought to the work site or used for the contracted work. The materials that contain chromate compound and/or lead shall not be used for any contacted work.

B.2.2 All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. Unless otherwise stipulated herein, all the work required under this contract shall be accomplished in conformity to the followings:

(1) Japan Architectural Standard Specifications (JASS)
(2) Japan Electrical Codes for Building
(3) Specifications of Japan Water Works Association (JWWA)
(4) Specifications of Society of Heating, Air-conditioning and Sanitary Engineering of Japan (SHASE).
(5) Manufacturer's Specifications for installation of air-conditioning Unit

B.2.3 All local labor standards for occupational safety and health apply to this contract. The Contractor shall at all times enforce strict discipline, good order among his employees and assure workmanship of quality. 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. The Contractor shall obtain all required licenses and permits at no additional cost to the Government. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the contracted work. The Contractor shall further be responsible for the proper care and protections of all materials delivered and of all works performed until completion and final acceptance. The Contractor agrees to release the Government from all damages or claims arising from the work covered by this contract.

B.2.4 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 Government. Protective clothing will be worn at all times by Contractor employees during the execution of this contract. Upon completion of all the work, the Contractor shall thoroughly clean the entire work area prior to turnover to the Government. The Contractor shall not display signs or advertisements at any time on or adjacent to the premises.

B.2.5 The Contractor shall promptly remove from the premises all materials and works not conforming to the requirements of this contract, whether incorporated in the work or not. The Contractor shall promptly replace or re-execute such work and materials in accordance with the drawings and specifications of this contract and without additional expense to the Government

B.3 Technical Provisions

B.3.1 Demolition: The Contractor shall remove and dispose of the existing air-cooled chillers located outside, south-west of the Chancery building. Refer to the drawings in the attachment to identify the work area and items to be removed and disposed. All the removed items shall be disposed of in compliance with the applicable local codes for industrial waste disposal.

B.3.1.1 Major items for removal/disposal are listed as follows:

<u>At the Chancery Ground</u>

(1) Chiller units, CARRIER 30AE015; 31,500 kcal/h (36.6 kw) x 2 each
(2) Circulation Pumps, 0.4 kw, EBARA x 2 each
(3) Expansion tank and make-up water piping
(4) Chilled water piping, overflow piping and drain piping
(5) Thermometers, Valves and Gages
(6) Power and control panel

B.3.1.2 Freon refrigerant (R-22) contained in the chiller units shall be treated correctly for disposal in compliance with applicable local codes.

B.3.1.3 Concrete foundation for the existing chillers shall remain in place and be reused as the foundation for the new Chiller unit(s). However, if the selected chiller requires a larger footprint, the Contractor shall modify the existing concrete foundation to accommodate the new chiller(s).

B.3.1.4 All pipe supports on the ground shall be replaced with new.

B.3.1.5 The Contractor shall hedge around the existing chillers outside the Chancery Building. The Contractor shall remove and dispose of the hedge around the chillers to remove the existing and to install the outdoor units. Upon completion of all work, the Contractor shall plant the trees/plants of the same kind as the existing to restore the hedge.

B.4 Installation: All the new installation shall be accomplished with intent to replace the existing air-cooled chillers serving the Auditorium AHU-4 of the Chancery.

- The Contractor shall select the new Chiller(s) based on the existing cooling capacity. The circulation pump(s) shall also be selected based on the existing pump's capacity or what is required for the new selected chiller(s).

- The New Air-Cooled Chiller may be modular type chiller. It may be two separate units or one single unit that can basically cover the existing chiller's capacity. The Contractor may select 10-15% larger capacity in total of the existing chiller capacity for new chiller(s).

B.4.2.1 The entire installation of outdoor units shall be performed in conformity to the standard specifications of the manufacture.

B.4.2.2 Electrical work: Power, control and signal cables shall be wired in approved conduit. Use rigid conduit (Atsuniku Densenkan) of thread joints for weatherproof outside the Chancery Building. The rigid conduit shall be primed and painted with polyurethane paint. Wire gages and type of all cables shall be selected in compliance with Japan Electrical Codes for Building.

B.4.2.3 Power panel and control Panel: The Contractor shall customize a power panel, main control panel to be installed outside adjacent to the new Air Cooled Chillers. Setting in approved no-fuse breakers, magnetic contactors, relays, timers, wire terminals, as needed. The power and main control panels shall be lockable. Primary power feed, 3ph 200V to the existing power panel shall be reused for the new power panel. Both power panel and main control panel by the outdoor units shall be weatherproofed.

Operation control logics and parts for the main/remote control panel shall be programmed or installed as follows:

(1) Automatic alternative operation of two (2) outdoor units. The operation alternates in compliance with the following conditions:

(a) One (1) outdoor unit operates continuously .
(b) One (1) outdoor unit stops operation by thermostats.
(c) Backup operation of the other outdoor unit (simultaneous operation of two (2) outdoor units).

(d) One (1) outdoor unit stops operation for malfunctions. The other outdoor unit starts exclusive operation. Exclusive operation includes periodic stop of operation by the thermostat.

(2) Backup operation (simultaneous operation of two (2) outdoor units). If cooling capacity of one (1) outdoor unit is not sufficient to bear the heat load, the other outdoor unit shall be activated as a backup to cover the shortage of cooling capacity.

4.2.4 Heat Insulation and Metal Cladding: Use approved insulation materials according to the manufacturer's specifications of the New Chiller Units. Use the sheet metal clad of pre-fabricated stainless steel to cover the heat-insulated piping outside the Chancery Building. All overlaps of the sheet metal cladding shall be sealed with silicone sealant for waterproofing.

B.5 Test operation and adjustment: After all the installations are completed, the Contractor shall perform test operation and adjustment of the new Air Cooled Chiller system to insure that it operates in conformity to the operation parameters intended. The Contractor shall record test operation data, prepare the test operation report and submit to the COR for verification and acceptance.

B.6 Debris disposal: The Contractor shall remove debris and wastes from the contracted work on a daily basis out of the Chancery Building. The COR shall designate the place outside the Chancery Building to temporarily store the debris and wastes. The Contractor shall dispose the debris and wastes in a timely manner before excessive accumulation at the outside of the Embassy Compound in compliance with applicable local codes for the industrial waste disposal. The contractor shall restore the work site to be neat and clean at the end of each workday. In case of non-conformity by the contractor, the COR shall have the option to remove the materials, rubbish and/or debris and charge the contractor up to twice the cost incurred for each occurrence.

B.7 Protection and liability: The Contractor shall provide and maintain adequate protection on all work, either in progress or in a completed state under this contract, and shall insure that it is continuously protected and secured so as to prevent any accident or damage to the adjacent property and/or personnel, until completion and final acceptance by the COR. The Contractor shall further be responsible for the proper care and protection of all materials and equipments/tools that are delivered to the work site throughout the contracted work. Any damages to the existing Government property resulting from contractor's performance, shall be repaired or replaced in an approved manner to its original condition at Contractor's expense.

B.8 Temporary Work and Structures: Advance approval by the COR is required for scaffoldings, cranes, power lift or any temporary

structures necessary to execute and accomplish the contracted work. The Contractor shall submit the plan of the temporary structures to the COR for approval.

B.9 Utilities: Electricity, both 200V 3ph and 100V single ph is available at the Chancery Building. City water is also available from the faucets/bibcock. Electricity and water are provided at no cost to the Contractor during the construction. Both shall be utilized solely for the contracted work, never for the other purposes.

B.10 Advance approval by the COR shall be required to install temporary electric cables and/or water pipes for the contracted work. Before the final acceptance of the contract by the Government, the Contractor shall remove these temporary installations and restore the original conditions.

B.11 Work Schedule and Duration: No work on site shall be commenced prior to COR's approval on the work schedule to be submitted by the contractor. The contractor shall complete the work within 120 calendar days (60-90 days for Equipment lead time) after commencement of the work. Subject to climatic conditions, extensions may be granted by the COR and/or CO.

B.12 The Contractor shall perform all contracted work for the following hours and days unless otherwise the COR approves to work during the weekends:

0830 hours - 1730 hours
Monday through Friday except Japanese and American Holidays

B.13 Contractor's Submittal

B.13.1 Prior to the commencement of work, the Contractor shall prepare English version of full size scaled drawings showing plans, elevations/sections, flow diagrams, and installation details, and submit to the COR for approval. Also submit a work plan and schedule, setting forth date, time, contents of work, personnel and time line to completion to the COR for approval.

B.13.2 Prior to the commencement of work, the Contractor shall submit samples and catalogs of materials, equipment, machine as requested by the COR and obtain the advance approval to use for the contracted work.

B.13.3 The Contractor shall submit the test operation data and report to the COR for verification and acceptance.

B.13.4 Upon completion of all the contracted work, the Contractor shall submit 3 sets of as-built drawings, machine data/drawings and operation manuals to the COR.

B.14 Guarantee: The Contractor shall guarantee all the end product completed under this contract for one-year period from the date of acceptance of substantial completion by the COR.

B.14.1 During the guarantee period, the Contractor shall correct and/or repair, at no cost to the Government, any malfunctions, defects and/or breakdowns attributed to the materials, equipment and workmanship provided by the Contractor under this contract. The Contractor shall provide all labor, materials, and equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within four (4) weeks from Notice of Damage(s).

Warranty: The Contractor shall warranty all materials, equipment, devices and component parts installed under this contract for three-year period from the date of acceptance of substantial completion by the COR.

B.14.2 During the warranty period, the Contractor shall supply, at no cost to the Government, the materials, equipment, devices and component parts for replacement resulting from damages, malfunctions, defects and/or breakdowns within four (4) weeks from Notice of Damage(s).

B.15 Inspection: The COR, or COR's designee may inspect the contracted work either in progress or completed state and/or materials at times as required for quality assurance and control. If any of the work and/or materials does not conform to the contract requirements and specifications, the COR may require the Contractor to perform the services again and/or replace the materials in conformity to the contract requirements and specifications, at no additional cost to the Embassy.

Section C: Packaging and Marking

Mark materials delivered to the site as follows:

U.S. Embassy, Tokyo
Attn: Facility Management
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Japan

Section D: Inspection and Acceptance

D.1 The Contracting Officer's Representative (COR), or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.2 Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

(1) do not interfere with the intended occupancy or utilization of the work, and

(2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.3 Final Completion and Acceptance

D.3.1 “Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.3.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.3.3 Final Inspection and Tests - The Contractor shall give the Contracting Officer at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.3.4 Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

a) Satisfactory completion of all required tests,

b) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

c) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

Section E: Deliveries or Performance

E.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to:

(a) commence work under this contract on the date specified in the notice to proceed,

(b) prosecute the work diligently, and,

(c) complete the entire work ready for use not later than 120 days (60-90 days for Equipment lead time) after commencement of work.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

E.2 FAR 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 ¥30,000 for each calendar day of delay until the work is completed or accepted.

(b) If the 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 Default clause.

E.3 Contractor’s Submission of Construction Schedules

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule. When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

(1) Extend the completion date or obligate the Government to do so,

(2) Constitute acceptance or approval of any delay, or

(3) 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.

E.4 Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor’s notice 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 ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E.5 Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

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

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

E.6 Working Hours

All work shall be performed during the hours between 08:30 and 17:30, Monday through Friday except Japanese and American Holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.7 Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at the Facility Management Office of the U.S. Embassy Tokyo to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.8 Deliverables - The following items shall be delivered under this purchase order:

Description	Qty.	Deliver Date	Deliver To
Subsection D.2 Request for Substantial Completion	1	15 days before inspection	COR
Subsection D.3 Request for Final Acceptance	1	5 days before inspection	COR
Subsection E.3 Construction Schedule	1	10 days after award	COR
Subsection E.7 Preconstruction Conference	1	10 days after award	COR
Subsection F.2 Payment Request	1	Last calendar day of each month	COR
Subsection G.2 Insurance	1	10 days after award	CO
Subsection G.5.2 Personnel Biographies	1	10 days after award	COR

Section F: Administrative Data

F.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 Facility Manager at the U.S. Embassy Tokyo.

F.2 Payment

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following elaborates on the information contained in that clause:

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall address invoices to:

U.S. Embassy, Tokyo
Attn: FMC (PO# SJA800-15-M-1158)
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

Section G: Special Requirements

G.1 Reserved

G.2 Insurance

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

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

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

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

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

Per Occurrence	¥5,000,000
Cumulative	15,000,000

G.2.2 The foregoing 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.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 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.

G.2.5 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.

G.3 Document Descriptions

G.3.1 Supplemental Documents. The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

(1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,

(2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents. After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, 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 otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 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 requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5 Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. Each individual shall complete and submit RSO Tokyo Security Form (see Attachment I-2).

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

G.6 Materials and Equipment

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 that will withstand inspection by the Contracting Officer.

G.7 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, 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.

G.8 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

(a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and

(b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9 Zoning Approvals and Permits

The U.S. Government shall be responsible for:

(a) obtaining proper zoning or other land use control approval for the project

(b) obtaining the approval of the Contracting Drawings and Specifications

(c) paying fees due for the foregoing; and,

(d) obtaining and paying for the initial building permits.

Section H: Clauses

H.1 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.acquisition.gov/far/ or
http://farsite.hill.af.mil/vffara.htm
Please note these addresses are subject to change.

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

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

Clause	Title and Date
52.202-1	Definitions (NOV 2013)
52.204-9	Personal Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier SUBCONTRACT AWARDS (JUL 2013)
52.204-12	Data Universal Numbering System Number Maintenance (DEC 2012)
52.204-13	System for Award Management Maintenance (JUL 2013)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (AUG 2013)
52.209-9	Updates of Information Regarding Responsibility Matters (JUL 2013)
52.213-4	Terms and Conditions – Simplified Acquisitions (Other Than Commercial Items) (OCT 2014)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2014)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 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 (JUL 2000)

52.228-14 Irrevocable Letter of Credit (NOV 2014)
52.229-6 Taxes – Foreign Fixed-Price Contracts (FEB 2013)
52.229-7 Taxes – Fixed Price Contracts with Foreign Governments (FEB 2013)
52.232-5 Payments Under Fixed-Price Construction Contracts (MAY 2014)
52.232-8 Discounts for Prompt Payment (FEB 2002)
52.232-11 Extras (APR 1984)
52.232-18 Availability of Funds (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.232-25 Prompt Payment (JUL 2013)
52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
52.232-34 Payment by Electronic Funds Transfer – Other Than System for Award Management (JUL 2013)
52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
52.233-3 Protest After Award (AUG 1996)
52.236-2 Differing Site Conditions (APR 1984)
52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5 Material and Workmanship (APR 1984)
52.236-6 Superintendence by the Contractor (APR 1984)
52.236-7 Permits and Responsibilities (NOV 1991)
52.236-8 Other Contracts (APR 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10 Operations and Storage Areas (APR 1984)
52.236-11 Use and Possession Prior to Completion (APR 1984)
52.236-12 Cleaning UP (APR 1984)
52.236-14 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)
52.236-26 Preconstruction Conference (FEB 1995)
52.242-14 Suspension of Work (APR 1984)
52.243-4 Changes (JUNE 2007)
52.243-5 Changes and Changed Conditions (APR 1984)
52.244-6 Subcontracts for Commercial Items (JUL 2014)
52.245-2 Government Property Installation Operation Services (APR 2012)
52.245-9 Use and Charges (APR 2012)
52.246-12 Inspection of Construction (AUG 1996)
52.246-17 Warranty of Supplies of a Noncomplex Nature (JUNE 2003)
52.246-21 Warranty of Construction (MAR 1994)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)
52.249-10 Default (Fixed-Price Construction) (APR 1984)
52.249-14 Excusable Delays (APR 1984)

H.3 The following Department of State Acquisition Regulation (DOSAR) clauses are set forth 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 652.229-71 Personal Property Disposition at Posts Abroad (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

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

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

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

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

DOSAR 652.236-70 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 that 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
(viii) Hazardous noise levels.

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

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

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

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

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

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

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

DOSAR 652.243-70 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.

Section I: List of Attachments

Attachment I-1: Drawing
Attachment I-2: RSO Tokyo Security Form, 4 pages

Section J: Quotation Information

J.1 Qualifications of Quoters

Quoters must be technically qualified and financially responsible to perform the work described in this Request for Quotations. At a minimum, each Quoter must meet the following requirements:

(1) be able to understand written and spoken English;
(2) have an established business with a permanent address and telephone listing;
(3) be able to demonstrate prior construction experience with suitable references;
(4) have the necessary personnel, equipment and financial resources available to perform the work;
(5) have all licenses and permits required by local law;
(6) meet all local insurance requirements;
(7) have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
(8) have no adverse criminal record; and
(9) have no political or business affiliation which could be considered contrary to the interests of the United States.

J.2 Submission of Quotations

This Request for Quotation is for the performance of the construction services described in Section B: Statement of Work, which are a part of this Request for Quotations.

Each quotation must consist <u>one copy</u> of the following:

(a) Volume 1 – Standard Form (SF) 18. Volume 1 consists of completion of blocks 11(f), 13a, 14, 15, 16a, 16b, and 16c of SF-18.

(b) Volume 2 - Price. Volume 2 consists of Section A: Price.

(c) Volume 3 – Performance Schedule. Volume 3 consists of performance schedule in the form of a "bar chart."

Present the performance schedule in the form of a "bar-chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(d) Volume 4 – Representations and Certifications. Volume 4 consists of Section L: Representations, Certifications, and Other Statements of Quoters (complete all portions that are applicable).

Submit the complete quotation by mail or hand-deliver to the address indicated below by no later than 4:00 p.m., Thursday, September 17, 2015. No quotation will be accepted after this time.

U.S. Embassy, Tokyo
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420
Attn: Contracting Officer
(RFQ No. SJA800-15-Q-1158)

The Offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

J.3 FAR 52.236-27 Site Visit (Construction) (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 Request for Quotations. Accordingly, quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for Tuesday, September 8, 2015 at 10:00 a.m.

(c) Participants shall meet at the U.S. Embassy, Tokyo, located at 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420, Japan.

J.4 Magnitude of Construction Project

It is anticipated that the range in price of this contract will be: Between $25,000 and $100,000.

J.5 Late Quotations

Late quotations shall be handled in accordance with FAR.

J.6 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
Please note these addresses are subject to change.

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

J.7 The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

Provision	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (JUL 2013)
52.204-7	System for Award Management (JUL 2013)
52.204-16	Commercial and Government Entity Code Reporting (NOV 2014)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)

Section K: Evaluation Criteria

K.1 Evaluation of Quotations

(a) Award will be made to the lowest priced, responsible quoter. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

(b) 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.

K.2 The U.S. Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The U.S. Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

(a) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;

(b) satisfactory record of integrity and business ethics;

(c) necessary organization, experience, and skills or the ability to obtain them;

(d) necessary equipment and facilities or the ability to obtain them; and

(e) otherwise qualified and eligible to receive an award under applicable laws and regulations.

Section L: Representations, Certifications, and Other Statements of Quoters

L.1 FAR 52.204-3 Taxpayer Identification (OCT 1998)

(a) Definitions:

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

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

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

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

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

(e) Type of Organization
___Sole Proprietorship;
___Partnership:

___Corporate Entity (not tax exempt);
___Corporate Entity (tax exempt);
___Government entity (Federal, State, or local);
___Foreign government;
___International organization per 26 CFR 1.6049-4;
___Other _____

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

L.2 FAR 52.204-8 Annual Representations and Certifications (NOV 2014)

(a)
(1) The North American Industry Classification System (NAICS) code(s) for this acquisition is/are:
236118 - Construction Management, residential remodeling
236220 - Construction Management, commercial and institutional building or Warehouse construction
237110 - Construction Management, water and sewage line and related structures
237310 - Construction Management, highway road, street or bridge
237990 - Construction Management, outdoor recreation facility

(2) The small business size standard is $36.5 million dollars.
(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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xvii) 52.225-4, Buy American Act—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)52.219-17, 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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
___(iv) 52.222-52, Exemption from Application of the Service Contract Act 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.

L.3 FAR 52.225-18 Place of Manufacture (SEP 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.

L.4 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 Number: _____ Fax Number: _____

[Quotation Note: If the quoter has indicated "yes" in blocks (a)(1), (2), or (3) of the following provision, the quoter shall include Defense Base Act insurance costs covering those employees in their proposed prices. The quoter 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*.]

L.5 DOSAR 652.228-70 Defense Base Act – Covered Contractor Employees (JUN 2006)

(a) Quoters 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.

L.6 652.209-79 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

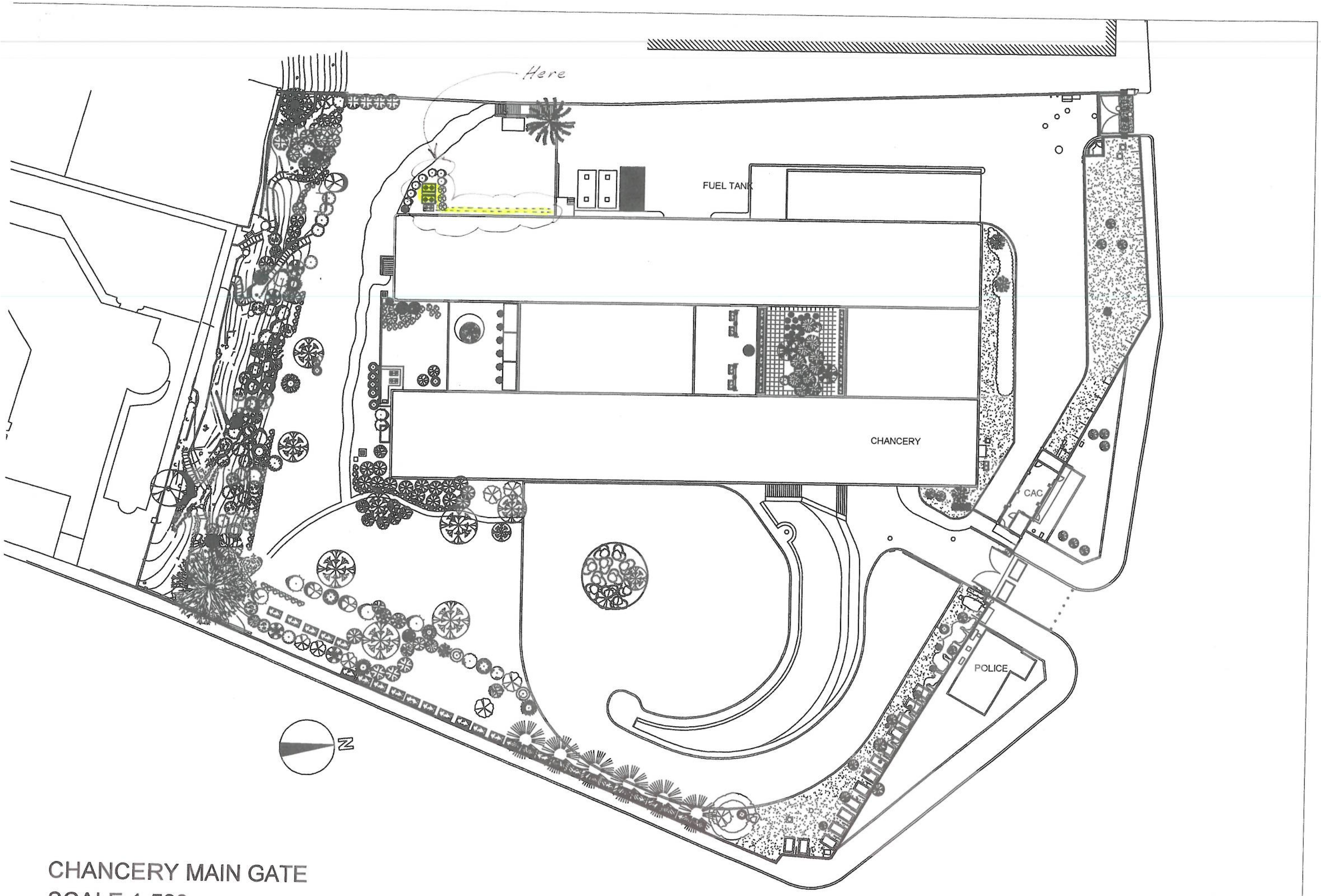
(2) Has any unpaid Federal tax liability that has been assessed for which all judicial
and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding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



CHANCERY MAIN GATE
SCALE 1:500

Regional Security Office Tokyo Security Form

Please type or write in legible block letters.
Use number 19 if you need extra space for your detailed answers.
和文・英文両方で明確に書いて下さい。 英文に関しては、タイプするか活字体で記入して下さい。
（記入欄が不足した場合には、設問19にそれぞれの番号を付した上、ご記入ください。）

1. Name
氏名 _____ / _____ / _____
(LAST /苗字) (First/名前) (Middle)

2. Alias/Maiden name
別姓・旧姓 _____

3. Date of Birth
生年月日 Year 年 Month 月 Day 日

4. Nationality 国籍 _____

5. Marital Status 婚暦			
☐	☐	☐	☐
Single 独身	Married 婚姻	Widowed 寡婦/夫	Divorced 離婚

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

7. Permanent Address
本 籍 地 _____

8. Present Address
現 住 所 _____
〒 _____

9. TEL : CELL: EMAIL: _____

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

Duration 期間	Address 住所
(例'98年4月～'00年9月	〒107-0051 東京都港区赤坂1-10-5)

PHOTO

11. Last Education （最終学歴）			
DATES	NAME OF SCHOOL	DEPARTMENT, MAJOR	ADDRESS
～			
期間	学校名	学部・学科	住所
～			

12. Employments of past 7 years. From present to past. (過去7年間の職業。新しい順に) (From/ To/ Name of Company / Address, 期 間 / 会 社 名 / 所 在 地)		
Dates/期間	Name of Company/ 就業先名	Address and Phone Number/ 住所、電話番号
～		
～		
～		
～		
～		
～		

13. Biological Sketch (Parents, Spouse, Children, Siblings, In-Laws) 家族構成(両親、配偶者、子供、兄弟姉妹、義父母)					
Name	Relationship	DOB	Nationality	Occupation (Detailed)	Residence(City,Country)
名前	関係	生年月日	国籍	職業(具体的に)	居住地(町, 国)
	父 (Father)				
	母 (Mother)				

14. Three References residing in Japan: **Do not include family or relatives**. （日本在住の参考人3名、住所と電話番号。**家族及び親戚を除く**。）		
Name / 名 前	Address / 住 所	
勤務先, 就学先名	郵便番号	Telephone/ 電話番号
	〒	
	〒	
	〒	

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

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

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

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

19. Use this space for detailed answers. Number answers to correspond with the questions. Use extra blank pages, if necessary.
空欄を使用し、設問の番号と共に回答の詳細を記入してください。必要であれば空白のページを追加して下さい。

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

Signature (署 名)

Date (日付)