Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-20-Q-0677
Carry out American Nuts and Dry Fruits On-Line Showcase

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 professional services to carry out American Nuts and Dry Fruits On-Line Showcase in Japan.

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

If you are interested in submitting a quote on this project, follow the instructions in Section 3: Solicitation Provisions of the Request for Quotations (RFQ), complete the required portions of the enclosed document, and submit as the indicated shown on the next page.

1. Pre-quotation Briefing

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

       Date: Monday, June 1, 2020
       Time: From 10:00 a.m. to on/about 11:30 a.m.
       Online Conference: Microsoft (MS) Teams application

   (b) All interested quoters who wish to attend this briefing, must submit individual name(s), company name/address, telephone number(s), and email address to Masao Chuma via email at ChumaMX@state.gov by no later than 3:00 p.m., Thursday, May 28, 2020 (local time), to arrange to join the conference of MS Teams Application.

   (c) Further instruction on how to join the briefing will be provided in the email invitations.
2. Questions

Following the conference, quoters may submit questions (in English) in regard to this RFQ by 3:00 p.m., Thursday, June 4, 2020 (local time) via email 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 solicitation documents.

3. Quotations

Quotations must be received by no later than 12:00 noon, Monday, June 15, 2020 (local time) to Masao Chuma of U.S. Embassy Tokyo, via email to the indicated below. No quotation will be accepted after this time.

Point of Contact: Masao Chuma
Email: ChumaMX@state.gov
Subject: RFQ 19JA80-20-Q-0677

Mobile: 090-1110-9306
Embassy Telephone Operator: 03-3224-5000

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 request for quotations process.

Sincerely,

Darin A. Phaovisaid
Contracting Officer

Enclosure:
Request for Quotations 19JA80-20-Q-0677
REQUEST FOR QUOTATIONS (RFQ)

1. REQUEST NO. 19JA80-20-Q-0677
2. DATE ISSUED May 22, 2020
3. REQUISITION/PURCHASE REQUEST NO. MPR0173014
4. CERT. FOR NAT. DEF. UNDER BD/SA REG. 2 AND/OR DMS REG. 1

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

5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)
NAME Masao Chuma
TELEPHONE NUMBER +81 3-3224-5752

6. DELIVER BY (Date)
X FOR DESTINATION OTHER (See Schedule)

7. DELIVERY

8. TO:
a. NAME
b. COMPANY
U.S. Embassy

9. DESTINATION
a. NAME OF CONSIGNEE
b. STREET ADDRESS
1-10-5 Akasaka, Minato-ku

d. CITY e. STATE f. ZIP CODE
Tokyo

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE:
June 15, 2020; 12:00 noon

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)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
</tr>
<tr>
<td>1</td>
<td>Carry out American Nuts and Dry Fruits On-Line Showcase in Japan, in accordance with terms and conditions of the request for quotations.</td>
<td>(See subsection 1.1.3 Grand Total Price under Section 1)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 [ ] not attached.

13 NAME AND ADDRESS OF QUOTER
a. NAME and ADDRESS OF QUOTER (COMPANY)

14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15 DATE OF QUOTATION

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)

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 18 (Rev. 6-95)
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)
TABLE OF CONTENTS

Standard Form 18 (SF-18), the first page

Section 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0677, Blocks 11(f), Amount

1.2 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0677, Block 11(b), Schedule of Supplies/Services

Section 2: Contract Clauses

2.1 Contract Clauses

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

Section 3: Solicitation Provisions

3.1 Solicitation Provisions

3.2 Summary of Instructions

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

Section 4: Evaluation Factors

4.1 Evaluation Factors

4.2 Addendum to Evaluation Factors – FAR and DOSAR Provisions not Prescribed in Part 12

Section 5 - Representations and Certifications

5.1 Offeror Representations and Certifications

5.2 Addendum to Solicitation Provisions – FAR and DOSAR Provisions not Prescribed in Part 12
Section 1: The Schedule

1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0369, Blocks 11(f), Amount

1.1.1 Scope of Contract

(a) The Contractor shall provide professional services to carry out American Nuts and Dry Fruits On-Line Showcase in Japan, in accordance with the specifications, terms and conditions set forth herein.

(b) The Contractor shall complete all work (including furnishing all labor, material, equipment, and services) required under this contract for a following firm fixed price. This price shall include, but not limited to, all labor, materials, transportation, insurance, overhead, and profit.

1.1.2 Offers and Payment in U.S. Dollars

(1) U.S. firms are eligible to be paid in U.S. dollars. U.S. firms desiring to be paid in U.S. dollars should submit their offers in U.S. dollars. A U.S. firm is defined as a company which operates as a corporation incorporated under the laws of a state within the United States.

(2) Foreign Firms. Any firm, which is not a U.S. firm, is a foreign firm. Any firm that does not meet the above definition of U.S. firm shall submit its prices and receive payment in Japanese Yen.

1.1.3 Pricing

Carry out American Nuts and Dry Fruits On-Line Showcase in Japan, in accordance with subsection 1.2 – Schedule of Supplies/Services:

Grand Total Price: ____________________

1.1.4 The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor’s invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration: https://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm)
1.2 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-20-Q-0677, Block 11(b), Schedule of Supplies/Services

Scope of Work for American Nuts & Dry Fruits On-Line Showcase

1.2.1 Purpose:

The purpose of this Procurement is for a Contractor to carry out a campaign showcasing the benefits and uses of American nuts and dry fruits for Japanese consumers as well as providing ideas for their use in home-cooking. Showcase materials will be made available to interested end-users and retailers to support further dissemination of messaging and sale of those products. These activities shall be carried out to coincide with Japan "Nuts Day (July 22)."

The target audience for this activity includes Japanese females age of 20’s to 40’s, single or with family, who exercise household decision-making over meal planning and grocery purchases; as well as retailers and food service professionals.

1.2.2 Scope of Work:

A. The Contractor shall assign culinary professionals to create at least eight original recipes using American nuts* and dry fruits** and showcase their diverse uses as culinary ingredients.

(1) Each recipe shall utilize at least two kinds of nuts and dry fruits to cover all the American nuts* and dry fruits** promoted under this project.

(2) In addition, the Contractor shall create and print at least 200 sets of recipe cards (eight per set) featuring those recipes, for a give-away campaign aimed at the participating public.

B. The Contractor will develop, publicize and execute the "American Nuts & Dry Fruits" Live Cooking Showcase and arrange tie-ins with SNS and a partner company capable of ensuring broadened social media distribution.

(1) The Contractor shall assign at least one culinary professional to conduct at least eight cooking demonstrations featuring recipes (See section A) using American nuts* and dry fruits**, and broadcast those demonstrations Live via SNS (e.g. Instagram, Facebook, Line, etc...), as well as editing and hosting recorded video of those demonstrations for future viewing. Each demonstration should be viewed by at least 40,000 viewers between July 22 and September 22. The Live Showcase events will educate viewers on distinct ways that these products can be used in Japanese home cooking, and the
culinary professional will include messaging on the cooking properties and nutritional benefits of each product. The Contractor should specify the following:

- Proposals should identify the culinary professional(s) proposed for both recipe development and Live demonstrations. The proposal should also include details on the number of Social Media followers the demonstration chef has (by platform) and demographic information on their follower base.
- The proposal should describe where/when/how they will publicize and host the live sessions, and demographic profiles for any third-party accounts used in this showcase event.
- The proposal should also describe where/when/how they will distribute the taped sessions, and a demographic profile of the accounts used to host these taped broadcasts.

(2) The Contractor shall arrange a partnership with a Japanese or American company to promote their products. The products to be promoted in this partnership will be culinary utensils or cooking equipment made in the U.S. or Japan with the U.S. or Japanese brand. The purpose of this partnership is to ensure broad viewership of these cooking demonstrations by consumers who follow the social media platforms of this company. The ATO will have final approval over any proposed partnership.

(3) Contents of the series of Live Showcase events will include at least eight recipes (See section A) using American nuts* and dry fruits** as well as nutritional information. The Contractor shall assign culinary professionals to create the original recipes (see above A-1) and carry out the Live demonstration.

(4) Each demonstration shall utilize at least two nuts and dry fruits. During showcase events, recipes will incorporate all of the American nuts* and dry fruits** to be featured in this project. The ATO will provide these ingredients only. The contractor is responsible for providing any other ingredients to be used.

(5) The Contractor will record all the Live Showcase events; using a professional film crew that will also broadcast the Live stream. Tape will be edited to create eight segments for hosted online viewing, each with a maximum of 3-minutes final length.

(6) The Contractor shall make all the arrangements for the demonstrations including selecting the culinary professionals, coordinating ingredients, securing a film crew, and securing a venue. The culinary professional[s] and venue will be subject to ATO approval and should be specified in the submitted proposal.
Cooking demonstrations should be publicized before the Live Showcase and to draw viewers to websites which subsequently host Showcase segments, including: the ATO website myfood.jp; websites affiliated with the partner company (see B.2); websites associated with the Demonstration chef (see B.1) and other sites as appropriate. Recorded demonstrations should be hosted on those sites for a minimum of 60 days, unless otherwise agreed, and the ATO will have full ownership rights of these videos. Proposals should specify the Offerant’s social media distribution plan.

The Contractor will ensure that following Live Showcase sessions and during the 60-day viewing period a pop-up survey launches at finalization of Showcase segments and asks one question "will you try to make this recipe?" Giveaway recipe cards will be distributed, at random, to survey respondents that answer in the affirmative (see B.9)

The Contractor shall conduct a give-away campaign to distribute a set of eight recipe cards mentioned in A-2. The campaign work will include publicizing the campaign, linking participation to the pop-up survey (see B.8) collecting participants information, randomly selecting winners, and sending the set of recipe cards to the winners.

The Contractor shall make all the arrangements for reaching out to as many viewers as possible to reach the proposed number of viewers at the above B-1.

C. After the Showcase activities, the Contractor shall send a final summary report of all data and results including the SNS-based results incorporated into the activities.

The final report should include all traffic data such as followers for each Live and Taped Segment:

a. Total # of views,
b. Overview of length of time each segment was viewed,
c. Report on Engagement, Impressions and Shares for each segment.

The final report should include the result from the pop-up survey mentioned in the above B-8 for each video segment.

The Contractor shall provide all materials and personnel, except where noted otherwise, and perform all services necessary to complete the work as required by the Specifications above.

* Almonds, pistachios, walnuts, hazel nuts and peanuts.
**Prunes, Raisins, and Figs.
1.2.3 Contractor Responsibility

(1) Contractor personnel: The Contractor shall ensure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.

(2) The Contractor shall provide all labor, tools, materials, equipment, supervision, and services, unless otherwise specified, to complete the work covered with the contract. All the work and procedures shall be performed in conformity to the specifications and work requirements herein. All local labor standards for occupational safety and health apply to this contract.

(3) Inspection and acceptance by the U.S. Government: The U.S. Government reserves a right to inspect and test all the work under this contract at any time. If any of the work does not conform to the contract requirements and/or specifications, the U.S. Government may require the Contractor to perform the services again at no additional cost to the U.S. Government.

1.2.4 Laws and Regulations

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

(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, to the extent that such compliance is not inconsistent with the requirements of this contract.
(3) Evidence of Compliance. The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.
Section 2: Contract Clauses

2.1 Contract Clauses

FAR 52.212-4 Contract Terms and Conditions – Commercial Items (OCT 2018) and (Deviation 2017-02) (June 2017), is incorporated by reference (see SF-18, Block 11(b)).

“None”

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAR 2020)

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

1. 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

2. 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).


4. 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


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


__ (5) [Reserved].


__ (10) [Reserved].


__ (ii) Alternate I (Mar 2020) of 52.219-3.

__ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (Mar 2020) of 52.219-4.

__ (13) [Reserved]

(ii) Alternate I (Mar 2020).


(ii) Alternate I (Mar 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).


(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Mar 2020) of 52.219-9.


(18) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


(22)(i) 52.219-28, Post Award Small Business Program Representation (Mar 2020) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (Mar 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).


(26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).

(27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
__ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
__ (ii) Alternate I (Feb 1999) of 52.222-26.
__ (ii) Alternate I (July 2014) of 52.222-35.
__ (ii) Alternate I (July 2014) of 52.222-36.
__ (33) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
__ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
__ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
__ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
   (ii) Alternate I (Jun 2014) of 52.223-14.


(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
   (ii) Alternate I (Jun 2014) of 52.223-16.


(45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(46) 52.223-21, Foams (Jun 2016) (E.O. 13693).

   (ii) Alternate I (Jan 2017) of 52.224-3.


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


✓ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(58) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).


(61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

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

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

(iii) Alternate II (Feb 2006) of 52.247-64.

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

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

__ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
__ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

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

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

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

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

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


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).


(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer
further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-26, Equal Opportunity (Sept 2015) (E.O. 11246).


(xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)

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


(xiv)


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


(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).


(B) Alternate I (Jan 2017) of 52.224-3.


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

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

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

(End of clause)

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

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: http://www.acquisition.gov/far/ 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 https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl to access the 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.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.203-17</td>
<td>Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)</td>
</tr>
<tr>
<td>52.204-13</td>
<td>System for Award Management Maintenance (OCT 2018)</td>
</tr>
<tr>
<td>52.204-18</td>
<td>Commercial and Government Entity Code Maintenance (JUL 2016)</td>
</tr>
<tr>
<td>52.228-3</td>
<td>Workers’ Compensation Insurance (Defense Base Act) (JUL 2014)</td>
</tr>
<tr>
<td>52.228-4</td>
<td>Worker’s Compensation and War-Hazard Insurance Overseas (APR 1984)</td>
</tr>
<tr>
<td>52.228-5</td>
<td>Insurance – Work on a Government Installation (JAN 1997)</td>
</tr>
<tr>
<td>52.229-6</td>
<td>Foreign Fixed Price Contracts (FEB 2013)</td>
</tr>
<tr>
<td>52.232-39</td>
<td>Unenforceability of Unauthorized Obligations (JUNE 2013)</td>
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</table>

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

Contractor Identification (JULY 2008)

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

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

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

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

(3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
(4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

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

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

(b) Invoice Submission. The Contractor shall submit invoices in one original to the office shown below. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

Attn: Financial Management Center
U.S. Embassy Tokyo
(Invoice for PO# 19JA80-20-P-0677)

The Contractor may submit invoices electronically to TokyoInvoices@state.gov.

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

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

DOSAR 652.242-70 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 Director of Agricultural Trade Office (ATO) at the U.S. Embassy Tokyo, Japan.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

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

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

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

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

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

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

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.
Section 3: Solicitation Provisions


3.1.1 (a) FAR 52.212-1, Instructions to Offerors - Commercial Items (MAR 2020), is incorporated by reference. (see SF-18, Block (b))

Addendum to 52.212-1: none

3.2 Summary of Instructions

The offerer shall complete and submit one copy of the following:

(a) Volume 1 - Standard Form 18 (SF-18). Volume 1 consists of completion of blocks 13, 14, 15, and 16 of the form (page 1);

(b) Volume 2 - Price. Volume 2 consists of Section A: Price (page 3) of the RFQ, and Price breakdown. Quoters must include the currency which they are submitting their prices in.

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

(d) Volume 4 - Technical Proposals. Volume 4 consists of information demonstrating the offerer's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy) who understands written and spoken English;

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

(3) List of clients over the past three years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offerer has not performed comparable services in Japan then the offerer shall provide its international experience.

The Government will use past performance information primarily to assess a offerer's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offerer's work experience. The Government may also use this data to evaluate the credibility of the offerer's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.
(4) Evidence that the quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work; and

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

Quotation must be received no later than 12:00 noon, Monday, June 15, 2020 (local time) via email shown below.
No quotations will be accepted after this time.

Point of Contact: Masao Chuma
E-mail: ChumaMX@state.gov
Subject: RFQ 19JA80-20-Q-0677

Mobile: 090-1110-9306
Embassy Telephone Operator: 03-3224-5000

After submitted of quotation, quoter shall contact Masao Chuma by phone to confirm the receipt of quotation.

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

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm.

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet "search engine" (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation (FAR) solicitation provisions are incorporated by reference:
The following Department of State Acquisition Regulation (DOSAR) provision is provided in full text:

DOSAR 652.206-70 Advocate for Competition/Ombudsman (FEB 2015)

(a) The Department of State’s Advocate for Competition 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 first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(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: +81-3-3224-5585 or FAX: +81-3-3224-5303. For an American Embassy or

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<th>Provision</th>
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<tr>
<td>52.204-7</td>
<td>System for Award Management (OCT 2018)</td>
</tr>
<tr>
<td>52.204-16</td>
<td>Commercial and Government Entity Code Reporting (JUL 2016)</td>
</tr>
<tr>
<td>52.214-34</td>
<td>Submission of Offers in the English Language (APR 1991)</td>
</tr>
<tr>
<td>52.225-25</td>
<td>Prohibition on Contracting with Entities Engaging In Certain Activities or Transactions Relating to Iran—Representation and Certifications (DEC 2012)</td>
</tr>
</tbody>
</table>
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 or write to:

Department of State
Acquisition Ombudsman
Office of the Procurement Executive (A/OPE)
Suite 1060, SA-15
Washington, DC 20520
U.S.A.
Section 4: Evaluation Factors

4.1 Evaluation Factors

The U.S. Government intends to award a contract resulting from this Request for Quotations (RFQ) to the lowest priced, technically acceptable quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Compliance Review. The U.S. Government will perform an initial review of quotations received to determine compliance with the terms of the RFQ. The U.S. Government may reject as unacceptable quotations which do not conform to the RFQ.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.

(c) Price Evaluation. The lowest price will be determined by multiplying the offered prices times the quantities in subsection 1.1.3, and arriving at a grand total. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

(d) Responsibility Determination. The Government will determine contractor responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR Subpart 9.1, including:

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

The U.S. Government intends to award a purchase order to the responsible company submitting an acceptable quotation with the following factors list:

(1) Acceptable description of proposed methodology for contract execution.
(2) Demonstrated ability to perform work as described.
(3) Identification of acceptable cooking professionals.
(4) Acceptable proposal for venue and video production.
(5) Identification of acceptable proposed tie-in partner.
(6) Identification of acceptable plan for social media distribution.
(7) Price.

We intend to award a purchase order based on initial quotation and without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

4.2 Addendum to Evaluation Factors - FAR and DOSAR Provisions not Prescribed in Part 12

The following Federal Acquisition Regulation (FAR) provisions are provided in full text:

FAR 52.225-17 Evaluation of Foreign Currency Offers (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.
Section 5: Representations and Certifications

5.1 Offeror Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (MAR 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v)) of this provision.

(a) Definitions. As used in this provision—

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

“Forced or indentured child labor” means all work or service—
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.
“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

1. PSC 5510, Lumber and Related Basic Wood Materials;
2. Product or Service Group (PSG) 87, Agricultural Supplies;
3. PSG 88, Live Animals;
4. PSG 89, Subsistence;
5. PSC 9410, Crude Grades of Plant Materials;
6. PSC 9430, Miscellaneous Crude Animal Products, Inedible;
7. PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
8. PSC 9610, Ores;
9. PSC 9620, Minerals, Natural and Synthetic; and

“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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

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

“Sensitive technology”—

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—
   (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
   (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

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

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

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.
“Veteran-owned small business concern” means a small business concern—
(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

“Women-owned small business concern” means a small business concern—
(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(b)
(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _________.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.

(c) Reserved.

(d) Reserved.

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

(f) Reserved.

(g) Reserved.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—
(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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

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

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

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

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

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
(ii) Examples.
(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

(1) Listed end products.

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

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

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

(j) Reserved.

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

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

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

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

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
(1) Taxpayer Identification Number (TIN) *(26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

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

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

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

(4) Type of organization.
   - Sole proprietorship;
   - Partnership;
   - Corporate entity (not tax-exempt);
   - Corporate entity (tax-exempt);
   - Government entity (Federal, State, or local);
   - Foreign government;
   - International organization per 26 CFR 1.6049-4;
   - Other ________________________________.
(5) Common parent.
   □ Offeror is not owned or controlled by a common parent;
   □ Name and TIN of common parent:
   Name ________________________________.
   TIN ________________________________.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.
   (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.
   (2) Representation. The Offeror represents that—
      (i) It □ is, □ is not an inverted domestic corporation; and
      (ii) It □ is, □ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
   (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

   (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
      (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

      (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
   (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
   (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.
   (1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.
   (2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:
      Immediate owner CAGE code: ____________________.
      Immediate owner legal name: ____________________.
      (Do not use a “doing business as” name)
      Is the immediate owner owned or controlled by another entity: □ Yes or □ No.
   (3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:
      Highest-level owner CAGE code: ____________________.
      Highest-level owner legal name: ____________________.
      (Do not use a “doing business as” name)
(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) 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 is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) 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; and

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)
(1) The Offeror represents that it □ is or □ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):
Predecessor CAGE code: ________ (or mark “Unknown”)
Predecessor legal name: _________________________
(Do not use a “doing business as” name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) □ does, □ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
(iii) A publicly accessible website includes the Offeror’s own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked “does” in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_________________.

(u)
(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
(v) **Covered Telecommunications Equipment or Services—Representation.** Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)

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

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (OCT 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: http://www.acquisition.gov/far/ or http://farsite.hill.af.mil/vffara.htm

These addresses are subject to change. If the FAR is not available at the locations indicated above, use of an internet “search engine” (for example, Google, Yahoo, Excite) is suggested to obtain the latest location of the most current FAR provisions.

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

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)