Embassy of the United States of America

Tokyo, Japan

August 18, 2020

Dear Prospective Quoters:

Subject: Request for Quotations Number 19JA80-20-Q-0941
Replace Cafeteria Kitchen Appliances of the U.S. Embassy
Tokyo, Japan

The Embassy of the United States of America seeks to set up a purchase order with a qualified, responsible, and reliable firm for replacing Cafeteria Kitchen Appliances of the U.S. Embassy Tokyo, Japan.

Note: All Contractors have to be registered in the SAM (System for Award Management) Database https://www.sam.gov prior to contract award pursuant to FAR provision 5.207. Therefor prospective quoters are encouraged to register prior to the submittal of quotations. The guidelines for registration in SAM are also available at the above web address.

If you would like to submit a quotation, follow the instructions in Section J of the Request for Quotations (RFQ). Quotations shall be **electronically** submitted with RFQ No. 19JA8020Q0941 in the email title line to YonahaMX@State.gov by **no later than (NLT) 11:00 Thursday, September 3, 2020**(Local Time). Hand-delivery or mail submissions of the quotations are NOT acceptable for this solicitation.

1. Pre-Quotation Briefing

(a) The U.S. Embassy intends to hold a site visit from **14:30 hours to on/about 15:30 hours, Friday August 21, 2020 (local time)**. Participants shall meet at the Reception Desk(Front Door) of the US Embassy Tokyo Office located at 1-10-5 Akasaka Minato-Ku, Tokyo 107-8420.

(b) All interested quoters who wish to attend must submit individual name(s), company name and address, telephone and fax numbers, and email address to Mieko Yonaha emailing at YonahaMX@state.gov by no later than **15:00 hours Wednesday August 19, 2020 (local time)**. Please limit **two attendees** from each companies.

(c) Attendee(s) must present an Identification (ID) card (e.g. driver's license, passport, etc.) with photo on it when entering the Chancery Bldg. Important: Attendee name(s) submitted after the above specified time and date will not be accepted.

(d) Taking photographs are NOT ALLOWED within the building and grounds and all cameras are left outside the gate prior to enter into the Chancery Bldg. of the US Embassy Tokyo Office

(e) Please note that PCs, electronic measuring equipment, cameras, and any kinds of electronic devise are NOT ALLOWED to bring for this site visit. Gate Guards do NOT HOLD/KEEP them for you while you are inside the building/facilities.

2. Questions

Following the site visit, interested quoters may submit questions in English in regard to this RFQ **by 15:00 noon, Tuesday August 25, 2020** by e-mail to YonahaMX@State.gov. All questions will be consolidated, and one response will be prepared and posted on Embassy website, the same website from where you obtain the RFQ documents.

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,

Kendrick M Liu
Contacting Officer

Enclosure: Request for Quotations 19JA80-20-Q-0941

REQUEST FOR QUOTATIONS (RFQ) *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF	PAGES 37

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
19JA80-20-Q-0941	August 18, 2020	PR9320049		

5A. ISSUED BY

GSO/Procurement Unit
U.S. Embassy
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 : Mieko Yonaha

TELEPHONE NUMBER	
AREA CODE	NUMBER
+81-3	3224-5000,or 090-1110-9327

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:

September 3, 2020;

11:00 noon (local time)

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)
001	Replace Cafeteria Kitchen Cooking Appliances Of U.S. Embassy Tokyo, Japan, in accordance with attached terms and conditions of the Request for Quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.	(See the pricing table - Section A: Price.)			

1 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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Attachment I-1 – Statement of Work

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Section A: Price

A.1 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 all labor, materials, all insurances, overhead, and profit.

Total Price: _____

Note: 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 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)

A.2 Offers and Payment in U.S. dollars: 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.

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.

Section B: Statement of Work

B.1 The Contractor shall furnish and install all materials required by this purchase order. The Statement of work is set forth in Section I as Attachment I-1, and the Kitchen Items to Replace set forth in Section I as Attachment I-2.

B.2 In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

Section C: Packaging and Marking

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

U.S. Embassy Tokyo Office
1-10-5 Akasaka, Minato-ku, Tokyo
107-8420.

Section D: Inspection and Acceptance

The 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.1 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.2 Final Completion and Acceptance

(a) "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.

(b) 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.

(c) 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) 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:

(1) Satisfactory completion of all required tests,

(2) 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

(3) 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 from the date specified on the Notice to Proceed (NTP),

(b) prosecute the work diligently, and,

(c) complete the entire work in 14 days after commencement of the work, including fabrication. The time stated for completion shall include final cleanup of the premises.

E.2 FAR 52.211-12 Liquidated Damages – Construction (SEPT 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 ¥0 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 on Mondays through Sundays, and U.S Federal and Japanese National 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 Facility Management Office, U.S. Embassy, located at 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420, 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.1 Performance Bond	1	10 days after award	COR
Subsection G.2 Insurance	1	10 days after award	COR
Subsection G.5.3 RSO Tokyo Security Form	1	10 days after Award COR award	

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 Construction Specialist of Facility Management Office at the U.S. Embassy in Tokyo, Japan.

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.

U.S. Embassy Tokyo
Attn: Financial Management Center (FMC)
(Invoice/PO# 19JA8020P0941)

The Contractor shall submit invoices electronically

to TokyoInvoices@state.gov.

Section G: Special Requirements

G.1 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price; such as performance bond, irrevocable letters of credit, or bank guarantees.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2 Insurance

G.2.1 Amount of Insurance. The Contractor is required by FAR 52.228-5 to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

(a) Bodily Injury on or off the site stated in Japanese Yen:

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

(b) Property Damage on or off the site in Japanese Yen:

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

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.

(a) 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.

(b) "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

G.5.1 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.5.2 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.5.3 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 Regional Security Office (RSO) Tokyo Security Form (see Attachment I-3).

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.5.4 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

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.

a. Special Warranties

G. 7 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.

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

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 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) for 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 address: *http://www.acquisition.gov/far/*. Please note this address is 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.acquisition.gov/browse/index/far *or*, *http://farsite.hill.af.mil/vffara.htm* 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 clause(s) is/are incorporated by reference (48 CFR CH. 1):

Clause	Title and Date
52.202-1	Definitions (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.204-25	Prohibition on Contracting for Certain Telecommunication and Video Surveillance Services or Equipment (AUG 2020)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUN 2020)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (JUN 2020)
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 2018)
52.222-50 Combating Trafficking in Persons (FEB 2009)
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13 Restrictions on Certain Foreign Purchases (JUNE 2008)
52.225-14 Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)
52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5 Insurance - Work on a Government Installation (JAN 1997)
52.228-11 Pledges of Assets (JAN 2012)
52.228-13 Alternative Payment Protection (JULY 2000)
52.228-14 Irrevocable Letter of Credit (NOV 2014)
52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
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 (JULY 2013)
52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
52.232-34 Payment by Electronic Funds Transfer – Other than System for Award Management (JULY 2013)
52.233-1 Disputes (MAY 2014) *Alternate I (DEC 1991)*
52.233-3 Protest after Award (AUG 1996)
52.236-2 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)
52.236-13 Accident Prevention (NOV 1991)
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 (JUN 2007)
52.243-5 Changes and Changed Conditions (APR 1984)
52.244-6 Subcontracts for Commercial Items (JUN 2020)
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 (JUN 2003)
52.246-21 Warranty of Construction (MAR 1994)
52.246-26 Reporting Nonconforming Items (DEC 2019)
52.249-2 Termination for Convenience of the Government(Fixed Price) (APR 2012) Alternate I (SEPT 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) clause(s) is/are set forth in full text:

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* .

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.

652.236-70 Additional Safety Measures (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

(1) Scaffolding;

(2) Work at heights above 1.8 meters;
(3) Trenching or other excavation greater than one (1) meter in depth;
(4) Earth-moving equipment and other large vehicles;
(5) Cranes and rigging;
(6) Welding or cutting and other hot work;
(7) Partial or total demolition of a structure;
(8) 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;
(9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
(10) 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
(11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.
(12)

(b) Safety and Health Requirements. The Contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor’s written safety program.

(c) Mishap Reporting. The Contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A “mishap” is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) Records. The Contractor shall maintain an accurate record on all mishaps 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.

(e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.
(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government onsite representatives.
(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

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.

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 – Statement of Work

Attachment I-2 – Kitchen Items to Replace

Attachment I-3 – RSO Tokyo Security Form

Attachment I-4 – Sample Letter of Bank Guaranty

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 services described in Section B: Statement of Work, and the Attachments 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 18 (SF-18). Volume 1 consists of completion of blocks 13a, 14, 15, 16a, 16b, and 16c of SF-18.

(b) Volume 2 - Price. Volume 2 consists of Section A: <u>Price, and Price breakdown</u>.

(c) Volume 3 – Representations and Certifications. Volume 3 consists of Section L: Representations, Certifications, and Other Statements of Quoters (complete all portions that are applicable).

Submit the complete quotation by email to the indicated below by no later than **11:00, Thursday, September 3, 2020 (local time)**. No quotations will be accepted after this time.

Point of Contact: Mieko Yonaha
Email: YonahaMX@State.Gov
Subject: RFQ 19JA80-20-Q-0941

Phone: 03-3224-5000
Mobile: 090-1110-9327

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 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 Thursday, August 20, 2020 at 10:00 a.m.

(c) Participants will meet at the Reception Desk(Front Door) located at 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420.

J. 4 Magnitude of Construction Project

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

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/. Please note this address is 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
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
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 quoter'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.

The following FAR provision is provided in full text:

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 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

(C), 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.

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

(e) 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 (MAR 2020)

(a)
(1) The North American Industry Classification System (NAICS) code for this acquisition is *238990*.
(2) The small business size standard is $ 36.5 Million USD.
(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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
(B) acquisition procedures in part 13;
(C) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(D) 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 $250,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) 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.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations

(x) 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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 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.

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

(xv) 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.

(xvi) 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.

(xvii) 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.

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

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.
(D) If the acquisition value is $83,099 or more but is less than $100,000,the provision with its Alternate III applies.
(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
(xxiv) 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.
(xxv) 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 representations or certifications are applicable as indicated by the Contracting Officer:
__ (i) 52.204-17, Ownership or Control of Offeror.
__ (ii) 52.204-20, Predecessor of Offeror.
__ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
__ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
__ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
__ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products

(Alternate I only).
__ (vii) 52.227-6, Royalty Information.
__ (A)Basic.
__ (B)Alternate I.
__ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through https://www.sam.gov. After reviewing the SAM 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 (SEPT 2006)

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

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

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

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

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

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

L.4 Authorized Contractor 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: _____

L.5 FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (AUG 2009)

(a) *Definitions.* As used in this provision—
"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
"Marginalized populations of Sudan" means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174).

Restricted business operations do not include business operations that the person conducting the business can demonstrate—

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

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

L.6 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representation (NOV 2015)

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

(b) 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.

(c) Representation. The Offeror represents that.

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

L.7 FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

STATEMENT OF WORK

1. SCOPE OF WORK

Replace Gas Ranges and its associated gas piping, Deep Fryer and its associated gas piping, Electric Combination Oven, Counter Type Low Refrigerator with Drop-In Cold Pan, and Service Counter with water dispenser and heated Cutlery Trays/Bins in the Cafeteria Kitchen located in the ground floor of Chancery building.

2. GENERAL REQUIREMENTS

2.1 General:

The Contractor shall provide all labor, supervision, materials, tools, equipment, transportation, services and incidental materials, except otherwise specified herein, necessary to complete all the work required under this contract.

2.2 Work Site:

The work site shall be at the ground floor cafeteria kitchen of Chancery building located in 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420.

2.3 Technical Standard:

All work and procedures shall meet the local labor standards for occupational safety and health, and shall be accomplished in conformance with the Heating, Air-conditioning and Sanitary Standards (HASS), established by the Society of Heating, Air-conditioning and the Sanitary Engineering of Japan (SHASE), and Japan Gas Appliances Inspection Association (JIA).

2.4 Contractor's Personnel:

The Contractor shall at all times enforce strict discipline; good order among his employees and assure workmanship of quality. All personnel employed in the performance of this contract shall be qualified and possess the necessary licenses required in their respective trades.

2.5 Materials:

The Contractor shall furnish all materials that are necessary to accomplish the required services in this contract. All materials shall be new and compatible with the existing facility; and shall meet or exceed the Japan Industrial Standards (JIS); and used in accordance with original design and manufacturers intent.

2.6 Disposal of debris:

The Contractor shall always keep the work site neat and clean. During the work, debris shall not be allowed to spread unnecessarily into adjacent areas nor accumulate in the work area itself. At the end of each workday and/or at the completion of the job, all such debris, excess materials, removed items, and parts shall be cleaned up and set aside to a approved location and shall be properly disposed of outside the Embassy Compound in accordance with the applicable local codes, for industrial waste disposal.

2.7 Protection:

The Contractor shall provide and maintain adequate protection on all work, 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 of the contract and final acceptance by the Contracting Officer's Representative. 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.

2.8 Contractor's Submittal:

2.8.1 Work Schedules: Prior to commencement of work, the Contractor shall submit a work schedule, setting forth date, time, description of work, list of personnel and any other information required by the Contracting Officer's Representative (COR) for approval. The work shall be scheduled when the cafeteria is closed in order to avoid interruption of the kitchen operation.

2.8.2 Report: Upon work completion, the Contractor shall submit a report consisting of certificate from Tokyo Gas Inspection, sufficient photographs of before, during, and after the work.

2.8.3 Unforeseen Conditions: If the Contractor finds an unusual condition during the work performance, the Contractor shall immediately report the status, its causes and countermeasures to the COR.

2.9 Working Hours:

The Contractor shall arrange its work schedule during the hours after 15:00, Monday through Friday or on the weekend. Should the Contractor need to work in the premises other than the hours specified herein, the Contractor shall submit a written request for any changes of the schedule to the COR well in advance for approval.

3. TECHNICAL PROVISIONS

3.1 Preparation, Job Site Considerations, and Removal Work:

3.1.1 The Contractor shall carefully mobilize all materials, equipment, and tools to the job site. Protection shall be made as stipulated in the preceding paragraph 2.7. The work progress shall be arranged to minimize the service interruption to the possible extent.

3.1.2 Prior to commencement of the work, the Contractor shall properly secure and isolate the gas supply for the existing Gas Appliances. Extra care shall be exercised for fire and safety.

3.1.3 The Contractor shall remove and dispose the entire Gas Ranges, Electric Oven, Low Type Refrigerator, Gas Deep Fryer and the Counter with water server and cutlery trays. Care shall be taken not to damage the surrounding stainless steel counter and gas appliances. Caulking materials shall be nicely removed and the surroundings shall be thoroughly cleaned. There should be no grease or other debris in the area. Floors shall be also cleaned.

3.1.4 The freestanding refrigerators with caster shall be temporarily moved by the Contractor for gaining enough access space/clearance for mobilizing the new and old heavy duty Ranges, etc..

3.1.5 All removed items shall be maintained as described in the preceding paragraph 2.6 "Disposal of debris".

3.2 Materials and Installation:

Refer to the attached Photos for details and descriptions. The Range Burner and Oven's specifications shall be equal to the existing capacity. The Contractor shall properly measure and verify the sizes of each appliances on site to ensure it will properly fit in place.

Specifications for Electric Oven:

The New Electric Convection Oven shall be Model HEC501D of HOBART, or MCO-ES-10 of GARLAND, or its equivalent; however, must meet the following specification/requirements:

Total kW:10.4 kW ～12.5kW
Blower Motor:Two Speed Fan Control, 1/2 HP ～ 3/4 HP Fan Motor
Voltage:415 Volts
Hz:50 Hz
Phase:3 phase
Size:Width38" ～ 40"
Height56-3/4" ～ 57-1/2"
Depth41-1/4" ～ 41-1/2"
Single Deck

Standard:* Stainless Steel Front, Sides, Top, and Back

- Stainless Steel or Black Painted Steel Legs
- Stainless Steel Doors with Thermal Windows
- Porcelain Enameled Oven Interior
- 5 to 6 Plated Oven Racks with 11 to 13 Rack Positions

- Solid State Digital Control adjust from 150°F to 500°F, with Cook & Hold Cycle
- 24 hr to 100 hr Timer with Audible Alarm
- Oven Cool Down Feature

Note: All necessary Electrical and Gas Piping Work shall be included in this Contract SOW.

3.2.3 The entire unit shall be installed in accordance with the manufacturer's system design guideline. The unit shall be properly leveled, and the side to side joints with the other counter and cook ware unit shall be properly and nicely caulked (sealed) with appropriate material. The existing rigid gas pipe shall be replaced with a new one if found deteriorated/old. Flexible gas pipe may be used for secondary side connection to the unit, subject to Tokyo Gas Inspection and approval. The Gas connection and its piping shall meet the Tokyo City Gas requirements.

3.2.4 Install new Gas Shut Off Valve for these appliances. The Contractor shall coordinate all work with the Tokyo Gas Company.

3.2.5 Gas leak check shall be performed accordingly upon completion of the installation. Upon confirmation of NO leak, the Contractor shall have Tokyo Gas compliance sticker/label on the joints and dated.

3.3 Use of Utilities:

Electricity 100V single phase, and 200V 3 phase are available for use. City water is also available for use, and all are supplied at no charge to the Contractor from beginning to completion of the contract. It shall be utilized solely for the contract work and never for other purposes.

3.4 Testing and Operation:

The Contractor shall perform operation test and make necessary adjustment to ensure proper and efficient operation. The Contractor shall check for gas leak and ensure efficient

combustion of the burners. Data gathering and test report with certification shall be submitted.

3.5 Work Inspection:

FMO will carry out inspections on the contracted work as needed during and after the work. The Contractor shall correct any found deficiencies and/or discrepancies against work requirements and specifications accordingly at no additional cost to the Embassy.

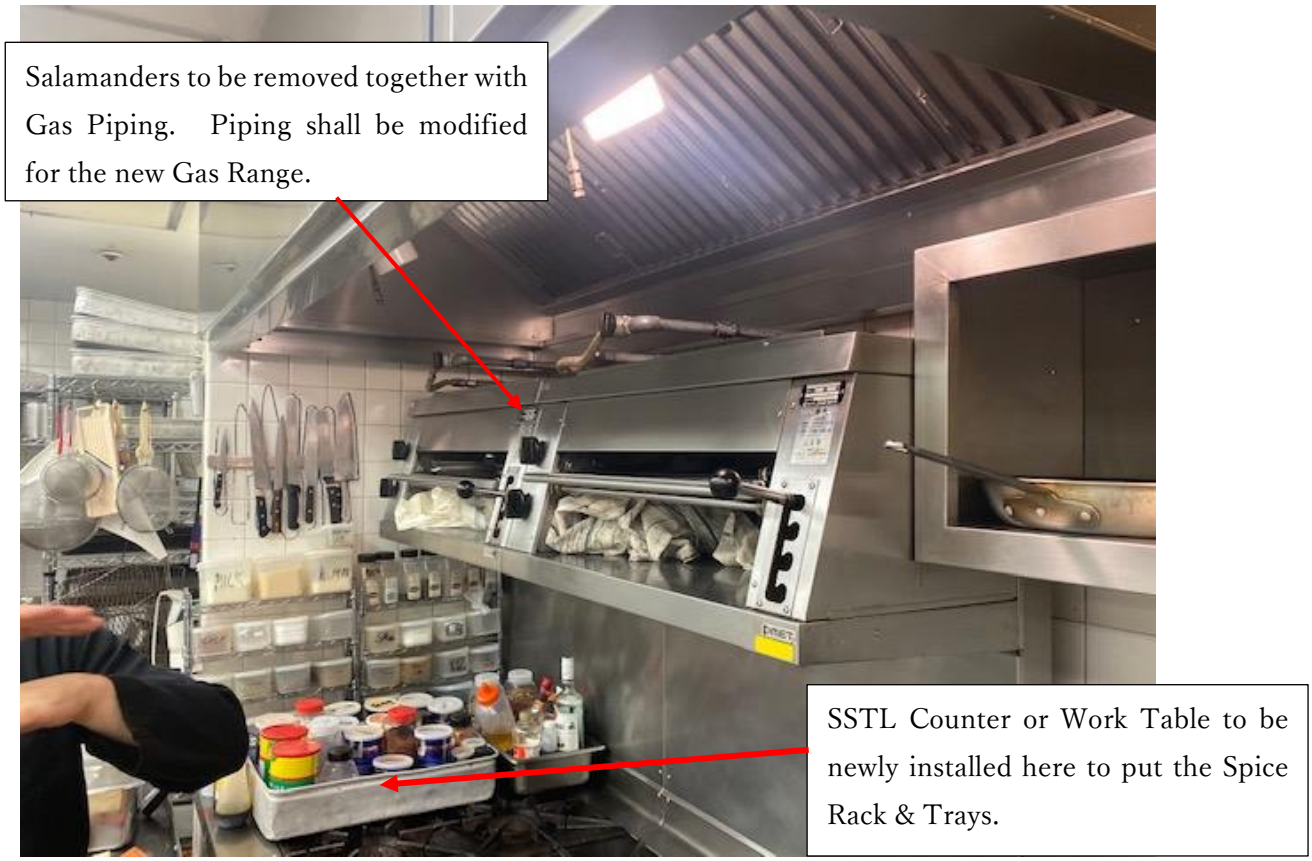
4. WARRANTY:

The contractor shall guarantee the workmanship and end-product for a period of one (1) year from the date of acceptance by the Contracting Officer's Representative. The Contractor shall repair any found deficiencies and/or damages related to this work at no additional cost to the Government.

Chancery Cafeteria Kitchen

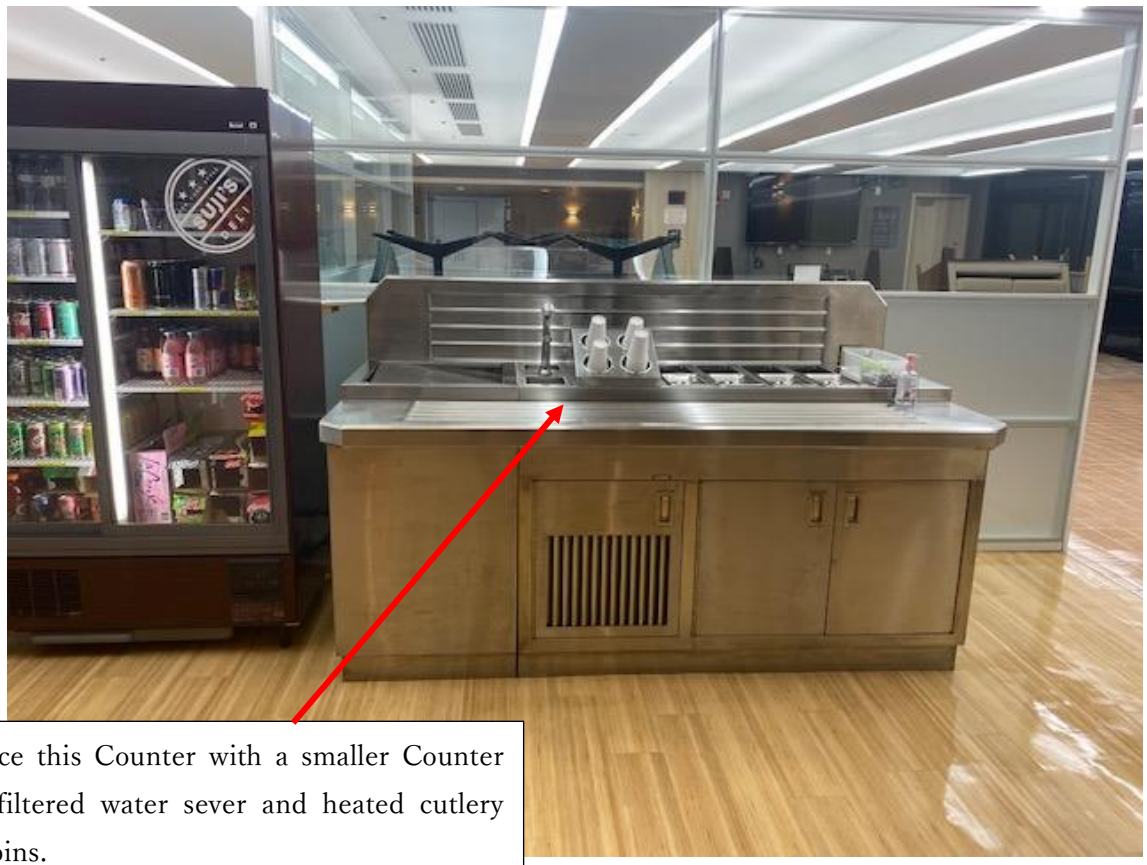
Note: Gas re-piping and connection work would be necessary.

Replace the Freestanding Electric Combination Oven with new (415V, 50Hz).


Salamanders to be removed together with Gas Piping. Piping shall be modified for the new Gas Range.
SSTL Counter or Work Table to be newly installed here to put the Spice Rack & Trays.

Replace Counter Style Low Refrigerator with Drop-In Cold Pans for Vegetables on the right.

Replace Two Top Burner Range and Deep Fryer.



Replace this Counter with a smaller Counter with filtered water sever and heated cutlery tray/bins.

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)

SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

Contracting Officer
U.S. Embassy, **Tokyo**
1-10-5 Akasaka Minato-Ku, Tokyo
107-8420

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[*amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period*]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[*contract number*]** for **[*description of work*]** at **[*location of work*]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[*name of contractor*]** of **[*address of contractor*]** on **[*contract date*],** plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: **[*name*]**
Address:
Representatives:

Location:
State of Inc.:
Corporate Seal:

Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.