



Embassy of the United States of America

Tokyo, Japan

March 2, 2021

Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-21-Q-0307
Food Services Program

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 professional food services program for the U.S. Embassy Tokyo Marine Security Guards at the U.S. Embassy Apartment Compound in Tokyo, 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 and Site Visit

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

Date: Wednesday, March 10, 2021
Time: From 10:00 a.m. to on/about 11:30 a.m. (JST)
Location: Meet at the Grew Gate of the Apartment Compound of U.S. Embassy, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032

(b) All interested quoters who wish to attend must submit individual name (s), limited to two persons per company, company name/address, telephone/fax numbers, and email address to Masao Chuma via email at ChumaMX@state.gov by no later than 3:00 p.m., Monday, March 8, 2021 (Japan Standard Time), to arrange entry to the Compound.

(c) Attendee(s) must present an identification (ID) card with photo on it (e.g. driver's license, passport, etc.) as it is required for entering the Compound.

(d) Photography is NOT ALLOWED. Embassy will provide approved photos on webpage when request arise.

2. Questions

Following the conference, quoters may submit questions (in English) in regard to this RFQ by 3:00 p.m., Monday, March 15, 2021 (JST) 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, Wednesday, March 24, 2021 (Japan Standard 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 - Procurement Agent
Email: ChumaMX@state.gov
Subject: RFQ 19JA80-21-Q-0307

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 19JA80-21-Q-0307

REQUEST FOR QUOTATIONS (RFQ) <i>(THIS IS NOT AN ORDER)</i>	THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF 1	PAGES 67
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1. REQUEST NO. 19JA80-21-Q-0307	2. DATE ISSUED March 2, 2021	3. REQUISITION/PURCHASE REQUEST NO. PR9694471	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)
NAME Masao Chuma	TELEPHONE NUMBER	
AREA CODE +81	NUMBER 3-3224-5752	

8. TO:	9. DESTINATION
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a. NAME	b. COMPANY	a. NAME OF CONSIGNEE U.S. Embassy
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c. STREET ADDRESS	b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku
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d. CITY	e. STATE	f. ZIP CODE	c. CITY Tokyo
			d. STATE
			e. ZIP CODE 107-8420

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: Wednesday, March 24, 2021; 12:00 noon (JST)	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
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Food services program for the U.S. Embassy Tokyo Marine Security Guards at the U.S. Embassy Apartment Compound in Tokyo, Japan, in accordance with terms and conditions of the request for quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.				(See subsection 1.3 Grand Total Price under Section 1)

12 DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS NUMBER %
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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		
d. CITY		e. STATE		f. ZIP CODE		c. TITLE (Type or print)		AREA CODE	
								NUMBER	

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Section 1: The Schedule

Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-21-Q-0307, Blocks 23, Blocks 11, (e) Unit Price, and (f) Amount

1. PRICE AND PERIOD OF PERFORMANCE

1.1 The Contractor shall perform food services work, including furnishing all labor, material, equipment, and services, for the U.S. Embassy Tokyo Marine Security Guards in Japan. The price listed below shall include all labor, materials, insurance (see FAR clauses 52.228-4 and 52.228-5 in Section 2 of this RFQ), overhead, and profit. The U.S. Government will pay the Contractor the fixed price per month for standard services that have been satisfactorily performed. Food is purchased separately by Mess NCO (after approval of 30 day menu) and maybe accompanied by the Contractor if needed.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date on which performance shall start.

The performance period of this contract is from May 1, 2021 through April 30, 2022, with four one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

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: <http://www.nta.go.jp/taxes/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

1.2 Offers and Payment in U.S. Dollars

(a) 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.

(b) 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.

1.3 Pricing

(a) Base Year. The firm fixed price for the Base Year (May 1, 2021 through April 30, 2022) of the contract is:

Per month _____ x 12 = _____per year

(b) First Option Year. The firm fixed price for the First Option Year (May 1, 2022 through April 30, 2023) of the contract

Per month _____ x 12 = _____per year

(c) Second Option Year. The firm fixed price for the Second Option Year (May 1, 2023 through April 30, 2024) of the contract is:

Per month _____ x 12 = _____per year

(d) Third Option Year. The firm fixed price for the Third Option Year (May 1, 2024 through April 30, 2025) of the contract is:

Per month _____ x 12 = _____per year

(e) Fourth Option Year. The firm fixed price for the Fourth Option Year (May 1, 2025 through April 30, 2026) of the contract is:

Per month _____ x 12 = _____per year

(f) Grand Total.

Base Year (1.3(a)): _____

First Option Year (1.3(b)): _____

Second Option Year (1.3(c)): _____

Third Option Year (1.3(d)): _____

Fourth Option Year (1.3(e)): _____

Grand Total - Base and All Option Years: _____

Continuation to SF-18, Request for Quotations (RFQ) Number 19JA80-21-Q-0307, Block 11(b), Schedule of Supplies/Services

2. SCOPE OF WORK

The purpose of this fixed price contract is to obtain food services program for the U.S. Embassy Tokyo, Japan, for Marine Security Guards at the Marine Security Guard Residence (MSGR). The Contractor shall perform services in designated spaces. The contract will be for a one-year period May 1, 2021 through April 30, 2022, with four one-year options.

The Contractor shall furnish all managerial, administrative, and direct labor personnel that are necessary to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other business purposes.

2.1 General Instructions. The Contractor shall prepare general instructions for the work force. The Contractor shall provide drafts to the Contracting Officer's Representative (COR) for review within thirty days after contract award. The Contracting Officer's Representative must approve these general instructions before issuance.

The Contractor shall establish and operate a food service for the purpose of providing Marine Detachment employees meal preparation services, for breakfast, lunch and dinner, five days a week, between 7:30-16:00 Monday through Friday with a 30 minutes lunch break, excluding Japanese holidays listed in Attachment 3. The meals should be prepared on site at the Marine Security Guard Residence (MSGR). Under the five days a week plan, the Contractor shall prepare meals for the weekend and store them in location approved by the COR.

Meals should be prepared in accordance with weekly guidelines and ingredients from Mess Non-Commissioned Officer (NCO).

Sample of weekly menu:

Weekday	Breakfast	Lunch	Dinner
Monday	Upon Marines Request & Marines at work	Upon Marines Request	Chicken and Rice & Steak and Veggies
Tuesday	0930 Detachment Breakfast & Marines at work	Upon Marines Request	Salmon and Rice & Chicken and Potatoes
Wednesday	Upon Marines Request & Marines at work	Upon Marines Request	Beef Taco and Veggies & Porkchop and Rice

Thursday	Upon Marines Request & Marines at work	Upon Marines Request	Pasta with red or white sauce & Chicken and Veggies
Friday	Upon Marines Request & Marines at work	Upon Marines Request	Meatloaf and Mash Potatoes & Steak and Veggies Chicken and Rice & Porkchop and Veggies ^ Enough for Saturday and Sunday

2.2 Duties and Responsibilities. Contractor is required to provide meal services as directed in Attachment 1 as specified in the meal plan provided by Mess NCO. Change to the meal plans can only be made with the concurrence of the Mess NCO. Occasionally, cook must be prepared to cook extra food for events like Detachment meals. In this case, Mess NCO will give two week advance notification.

2.2.1 While working at the Residence, the contractor is allowed access to the common areas only. This is generally considered the ground floor. The Contractor is not allowed access to the upper floors of the residence at any time without an escort from a member of the residence. Signs are posted throughout the Marine House depicting off limit areas.

2.2.2 The Contractor shall schedule cooking and serving requirements to ensure that these are done in the order and time frame specified and they are to be performed on a daily basis, Monday-Friday. Work hours will be from 07:30-16:00 daily, Monday through Friday with a break between 12:30-13:00.

The evening meal should be plated individually, in trays or containers according to Mess NCO instructions and properly stored in the fridge before departing for the day.

2.2.3 The Contractor shall clean kitchen, all dishes, utensils and appliances, and dining areas after each meal and cause minimal disruption to the normal operation of the facility. The COR shall determine the schedules presented which meet the needs of the individual facility.

2.3 Types of Services. The type of services shall include the following work:

Daily Cooking and Serving Requirements:

SEE ATTACHMENT 1**3. MANAGEMENT AND SUPERVISION**

3.1 The Contractor shall designate a supervisor who shall be responsible for the Contractor's workforce at all times. This supervisor shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The supervisor shall have a background in nutrition, experience in food service industry and strong English language skill of Level 3 of Attachment 4 - English Speaking Levels to be able to communicate with members of the U.S. Government staff. It is possible the onsite work force would only be the MSG Detachment Cook. In this instance, a supervisor must be available by telephone and have the ability to respond to the residence within one hour.

3.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the U.S. Government. The Contractor shall have a sufficient number of personnel available to work onsite in the eventuality of the unavailability of the primary worker.

3.3 The Contractor shall be responsible for quality control. In coordination with the COR, the Contractor shall perform inspection visits to the work site on a quarterly basis. The Contractor shall coordinate these visits with the COR. These visits shall be surprise inspections to those working on the contract. The Contractor shall develop an inspection checklist for approval by the COR.

3.4 The Contractor shall perform quarterly counseling sessions with the MSG Detachment Cook based on a template and feedback provided by the Mess NCO. The counseling sessions shall be documented in writing and submitted within 15 days after the completion of the counseling session to the COR and Mess NCO for record keeping.

3.5 The Contractor shall control overtime through efficient use of the work force. Individual work schedules shall not exceed 40 hours per week to preclude overtime being part of the services provided under the contract.

4. LOCATIONS FOR FOOD SERVICES

All services are to be delivered every day Monday through Friday, excluding designated Japanese holidays listed in Attachment 3, for up to fourteen [14] USG Marine security personnel in providing breakfast, lunch and dinner daily at the MSGR for US Embassy. Under the five days a week plan, the Contractor shall prepare and store dinner meals according to the Mess NCO's instruction before weekends or holidays to cover the days the Contractor will not be present. As

required, the Cook shall package a certain set of take away meals daily for morning and afternoon delivery for consumption off site. The Contractor will be notified of the quantity of boxed meals required for the day by USG MSG Marine security personnel.

Location	Number of people	Estimated Service	Scheduled Hours	Escort
MSGR	14 people	3 meals/person/day	0730-1600	no

Breakfast

The cook shall call Post One at ext.25600 to ask Marines what they want. Then, the Cook shall make the said meal and put it in a container(s). The Cook shall give said container(s) at 0900 to Embassy driver to bring to the Marine at work. There are no set options, the Marines will say what they want and if they want a meal at all.

There will be no premade breakfast unless requested by Marine.

Every Tuesday, the Cook shall make a Detachment breakfast for all Marines to be served at 0930. The breakfast shall include scrambled eggs, bacon, hash browns, pancakes, and orange juice.

Lunch

The cook shall receive requests and prepare meals in accordance to the requests. There are no set options as they Marines shall say what they want and if they want a meal at all. There will be no premade lunch unless requested by Marine.

Dinner

The cook shall prepare two (2) dinner meal options for the Marines according to the menu provided by the Mess NCO and properly store them in the fridge. The cook shall also accept and prepare special meal request made by Marines tailored to them for working out or dieting.

On Fridays, the contractor shall prepare enough of 2 dinner options to last through Saturday and Sunday. The contractor shall adjust the quantity based on premade dinner orders requested by the Marines. There will be no premade breakfast or lunch unless requested by Marine.

5. PERSONNEL

5.1 General. The Contractor shall maintain discipline at the site and shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by Contractor employees at the site. The Contractor shall preserve peace and protect persons and property on site. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional costs to the Government.

5.2 Standard of Conduct. Uniform/Appropriate Attire and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms/appropriate attire when on duty. All employees shall wear attire approved by the Contracting Officer's Representative (COR).

5.2.1 Neglect of duties shall not be condoned. The Contractor shall enforce no sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

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

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

5.2.4 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These include but are not limited to the following actions:

- falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records;

- unauthorized use of Government property, theft, vandalism, or immoral conduct;

- unethical or improper use of official authority or credentials; security violations; or, organizing or participating in gambling in any form.

5.2.5 Key Control. The Cook shall receive, secure, and account for any code issued for access to buildings, offices, equipment, gates, etc., for the purposes of this contract. The Cook shall memorize the code and shall not write the code down without the COR's approval. Where it is determined that the Contractor or its agents have written the code or shared the code without permission of the COR, the Contractor shall remove the individual(s) responsible from this contract. If the Contractor has compromised the code, the Contractor shall immediately notify the COR.

5.3 Notice to the Government of Labor Disputes

The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

5.4 Personnel Security

After award of the contract, the Contractor shall provide a completed Regional Security Office (RSO) Tokyo Security Form (see Attachment 5) on each employee, including the substitute employee(s), who will be working under the contract. The Contractor shall include a list of workers and supervisors assigned to this project. The Government will run background checks on these individuals. It is anticipated that security checks will take thirty days to perform.

The Government shall issue identity cards to Contractor personnel, after they are approved. Contractor personnel shall display identity card(s) on the uniform/attire at all times while providing services under this contract. These identity cards are the property of the US Government. The Contractor is responsible for their return at the end of the contract, when an employee leaves Contractor service, or at the request of the Government. The Government reserves the right to deny access to U.S.-owned and U.S.-operated facilities to any individual. Although there is no uniform requirement, the Contractor shall ensure all employees arrive to work in clean and appropriate clothing. Clothing should help inspire a sense of pride, authority, and comradery among employees. The food service clothing shall be commensurate with a high-quality operation and communicate a positive first impression for guests. In addition to appearance the clothing shall take into consideration employee safety (non-slick shoes to prevent slipping, long sleeve chef coat to avoid burns, aprons, masks, face shield, hair nets, etc.)

5.5 Employee Safety Requirements

The Contractor shall ensure that employees are supplied with and use proper safety personal protective equipment (PPE) such as aprons, potholders, face shields, hair nets and masks. The Contractor employees will follow signed safety work procedures,

which protect the Contractor employees and U.S. Government personnel in proximity to work site.

5.6 Key Personnel

5.6.1 Position and Function. The key personnel specified in this contract are essential to work performance. The only position considered in this contract is the Supervisor and MSG Detachment Cook. The contractor shall provide two (2) alternative cooks to fill in for absences of the primary MSG Detachment Cook.

5.6.2 Minimum Qualifications

MSG Detachment Cook. The MSG Detachment Cook is the culinary lead of the program and is responsible for the development of menus, food storage, and cleanliness of the MSGR kitchen and dining areas. The MSG Cook shall have a minimum of 3 years' experience managing food services operations demonstrating experience in premium level food and service execution. The MSG Cook should have English language skills at the 2/2 level.
Clearance Level: None

Alternate cook. The alternate MSG Detachment Cook is the back up of the primary MSG Detachment cook and is responsible for the development of menus, food storage, and cleanliness of the MSGR kitchen and dining areas in the absence of the MSG primary cook. The alternate MSG Cook shall have a minimum of 3 years' experience managing food services operations demonstrating experience in premium level food and service execution. The alternate MSG Cook should have English language skills at the 2/2 level.

5.6.3 Substitutions

During the first 180 days of performance (after transition), the Contractor will make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor will notify the Contracting Officer within 5 calendar days after the occurrence of any of these events.

5.6.4 Replacements

After the first 180 days of performance, the Contractor may substitute the key person if they determine that it is necessary. The Contractor will provide notice at least 45 days prior to diverting any of the specified individuals to other programs or contracts (or as soon as possible, if an individual must be replaced, for example, as a result of leaving the employ of the Contractor). The Contractor will notify the CO and shall submit comprehensive justification for the diversion or replacement request (including proposed substitutions for key personnel) to

permit evaluation by the Government of the impact on performance under this contract. The proposed substitute shall possess qualifications comparable to the original key person and meet the minimum standards set forth in the contract.

5.6.5 Written Approval and Consent

The Contractor shall not divert or otherwise replace any key personnel without the written consent of the CO. The Government will modify the contract to reflect any changes in key personnel.

6. MATERIALS AND EQUIPMENT

After inspection of the kitchen facilities, the Contractor shall provide to the COR and the Mess NCO a list of any items needed to successfully carry out the duties and responsibilities of this contract. These items will be provided by the Government, are considered government property and will at all times remain onsite.

7. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

7.1 The Contractor has the option to reject any or all Government furnished property or items (see Attachment 2 - GOVERNMENT FURNISHED PROPERTY). However, if rejected, the Contractor shall provide all necessary property, equipment or items, adequate in quantity and suitable for the intended purpose, to perform all work and provide all services at no additional cost to the Government. An inventory will be conducted. All Government furnished property or items are provided in an "as is" condition and shall be used only in connection with performance under this contract. The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

7.2 The Contractor shall maintain written records of work performed, and report the need for major repair, replacement and other work for Government property in its control.

The Contractor shall physically inventory all Government property in its possession. Physical inventories consist of sighting, tagging or marking, describing, recording, reporting and reconciling the property with written records. The Contractor shall conduct these physical inventories periodically, as directed by the COR, and at termination or completion of the contract.

8. INSURANCE

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

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

(a) Bodily Injury stated in Japanese Yen:

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

(b) Property Damage stated in Japanese Yen:

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

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

8.4 For those Contractor employees assigned to this contract who are either United States citizens or direct hire in the United States or its possessions, the Contractor shall provide workers' compensation insurance in accordance with FAR 52.228-3.

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

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

arising from an incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

8.6 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.

8.7 Government as Additional Insured. The general liability policy required of the Contractor shall name "the United States of America,

acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

8.8 Time for Submission of Evidence of Insurance. The Contractor shall provide evidence of the insurance required under this contract within 10 calendar days after contract award. The Government may rescind or terminate the contract if the Contractor fails to timely submit insurance certificates identified above.

9. LAWS AND REGULATIONS

9.1 Without additional expense to the Government, the Contractor shall comply with all laws, codes, ordinances, and regulations required to perform this work. In the event of a conflict among the contract and requirements of local law, 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.

9.2 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.

10. TRANSITION PLAN

Within 10 days after contract award, the Contracting Officer may request that the Contractor develop a plan for preparing the Contractor to assume all responsibilities for cook services. The plan shall establish the projected period for completion of all clearances of Contractor personnel, and the projected start date for performance of all services required under this contract. The plan shall assign priority to the selection of all supervisors to be used under the contract.

11. DELIVERABLES

The following items shall be delivered under this contract:

Description	Quantity	Delivery To	Date
1.1 General Instructions	1	COR	30 days after award
1.2.3 Schedules	1	COR	Weekly
4.4.1 List of Personnel	1	COR	10 days after award
7. Evidence of Insurance	1	COR	10 days after award
8. Licenses and Permits	1	COR	Date of award

9. Transition Plan	1	COR	10 days after award
Daily Headcount by Meal		COR	Available daily, due monthly along with running annual to-date totals
20-Day Menu Plan		COR	1 week prior to start of new menu cycle
Menu Adjustments		COR	1 week in advance of change
Menu Acceptability and Waste Report	1	COR	Monthly
Menu Metrics	1	COR	Monthly
Hazard Analysis and Critical Point (HACCP) Plan	1	COR	Prior to start of performance
Illness Reports		COR	Provide as part of the Program Management and QA Reviews
Food Storage Catalogue	1	COR	Prior to start of Option Year, updated when new items are developed
Food Storage Catalogue proposed changes		COR	Provide proposed change to COR for review and approval prior to formalization of change
Reporting Plan	1	COR	Start of performance
Risk Management Plan (Risk management and mitigation-quality control & assurance, etc.)	1	COR	Provide as part of proposal response and updated/maintained throughout performance
Quality Control Plan	1	COR	Prior to Start of Performance and each Option Year
Food concession, food, and water inspection SOPs	1	COR	Within first 30 days
Quality Control Reports	1	COR	Monthly
Vulnerability Assessment	1	COR	Monthly
KPI Reporting	1	COR	Monthly to COR to CO
Food Service Operation Uniform plan	1	COR	Within first 30 days

Health, Safety and Environment Plan	1	COR	Within first 30 days
Counseling documentation for Cook	1	COR	Quarterly
Site Inspection report	1	COR	Quarterly
Site Inspection Checklist	1	COR	Within first 30 days
Annual physical of primary and alternate MSG cook	4	COR	10 days after award and annually thereafter

12. QUALITY CONTROL MANAGEMENT, QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

Quality Control. The Contractor, prior to implementation, shall provide for DOS approval a Quality Control plan, that will include food service performance standards, metrics, and reporting required for quality control.

This plan shall define the contractor's approach to Quality Assurance/Quality Control on the contract. It shall provide an overview of the contractor's approach to the planning, organization, direction, and control of quality-related activities associated with the delivery and performance of products and services.

Contractor shall specifically provide oversight to all food inspection activities while working within the requirements set forth by food service standards and regulations, the DOSDOS Regional Medical Officer (RMO) and Department of State (DOS) Contracting Officer's Representative (COR) in completing the following duties:

- Food Handling Procedure
- Adherence to HACCP
- Menu Execution and Presentation
- MSGR kitchen inspections
- Food Storage inspections

12.1 Food Inspection Resources

The Contractor shall provide resources to perform food procurement, food handler training, public and food facility inspections, vulnerability assessments and QA/QC monthly reports for the MSGR kitchen and dining areas. These requirements shall meet or exceed established FDA, USDA requirements. MSGR kitchens shall be inspected on a routine basis or as determined by the individual sanitation history and the potential risk associated with the number of personnel eating at a single site. The

Contractor's Food Service employees shall receive periodic refresher training and a medical records review of new employees. The Contractor's food service employees shall be medically cleared prior to returning to work after receiving medical care.

12.2 Standard Operating Procedures (SOP)

The Contractor will develop MSG kitchen usage food, and water inspection SOPs and, upon COR approval of the SOPs, apply the SOPs during periodic site inspections. The contractor shall provide monthly quality control reports and perform overall trending by facility and contractor to the DOSDOS COR. All phases of food service operations shall be evaluated against contractual requirements. Provide monthly reports on QA/QC, inspection findings and notification to DOS when follow-up action is needed, or a health hazard is identified during data analysis.

12.2.1 Medical Evaluation of Food Service Employees

The Contractor shall ensure all Food Service personnel have annual physicals, which will consist of, at minimum, of blood, urine, and stool samples, laboratory testing, chest X-ray, TB testing and HIV (AIDS) testing. The Contractor shall provide copies of annual physical to the COR for record keeping.

The Contractor's Food Service personnel who seek medical treatment must be medically cleared prior to returning to work. In the event there is a communicable disease, appropriate health recommendations shall be elevated to COR who shall elevate to the appropriate DOS personnel.

12.3 Reporting Plan

Performance Data System

The Contractor will keep COR informed of performance through deliverables, reports, and regular meetings with the COR and Mess NCO. The Contractor shall capture and record resource changes against contract requirements to track schedules. Contractor shall also monitor resource allocation and performance data to determine whether sufficient resources are applied to required tasks, or whether reductions in work warrant corresponding reductions in staff. Analysis of labor, material, and equipment expenditures to work order and job code levels enables the COR, Mess NCO and Program manager to track key data to verify that requirements are met to cost and schedule, and to identify and correct variances. The Contractor shall coordinate with the COR to enforce project controls at the site level. The Contractor's systems should be flexible, scalable, and adaptable to each requirement offering DOS real-time performance data upon request with minimal risk of information exposure.

Business Systems

The Contractor's business systems shall provide the support structure needed to input and track data for Quality Assurance/Quality Control (QA/QC) and performance management; personnel management; contract management; and to share deliverables and reports upon request.

The Contractor shall enhance program consistency, transparency, and accountability by maintaining detailed, Government-recognized processes and procedures for all MSG Detachment Cook duties.

These systems shall interface and feed information into a program management information system to provide near real-time reporting of performance status through a secure web-based portal/dashboard. This portal integrates programs, systems, and plans, and consolidates recruiting information, personnel management data, time and labor tracking, cost, and performance data by scheduled value. It shall provide a reporting mechanism to produce required deliverables, personnel manning information, and employee performance report status. The Contractor shall collaborate with COR and identify specific needs from requirements regarding the appropriate structuring and information needed for reporting. Contractor reports are directly related to an approved invoice system and human resource management system.

During performance, Contractor shall document work progress against the schedule. The Contractor shall measure performance against planned tasks weekly and monthly and develop a series of schedule performance metrics. The Contractor shall submit reports via electronic messaging to the COR, followed by hard copies as requested.

12.4 Quality Control Plan

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all cook services set forth in the scope of work, Section 1.	Subsections 2 through 10.	All required services are performed and no more than: (1) one customer complaint is received per month. (2) All required services

		are 90% adherence to ServSafe quality standards
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12.4.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

12.4.2 STANDARD. The performance standard is that the Government receives no more than one customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

12.4.3 PROCEDURES

(a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.

(b) The COR will complete appropriate documentation to record the complaint.

(c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.

(d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.

(e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection 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 (NOV 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).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ✓ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [Reserved].
- ___ (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- ✓ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) ([31 U.S.C. 6101 note](#)).
- ___ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- ___ (10) [Reserved].
- ___ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) ([15 U.S.C. 657a](#)).
- ___ (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]
- ___ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- ___ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (NOV 2020) ([15 U.S.C. 644](#)).
- ___ (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 \(3\)](#)).
- ___ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (JUN 2020) ([15 U.S.C. 637\(d\) \(4\)](#)).
- ___ (ii) Alternate I (NOV 2016) of [52.219-9](#).
- ___ (iii) Alternate II (NOV 2016) of [52.219-9](#).
- ___ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- ___ (v) Alternate IV (JUN 2020) of [52.219-9](#).
- ___ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- ___ (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\(d\) \(4\) \(F\) \(i\)](#)).

- ___ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) ([15 U.S.C. 657 f](#)).
- ___ (22) (i) [52.219-28](#), Post Award Small Business Program Representation (NOV 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\(m\)](#)).
- ___ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ___ (26) [52.219-33](#), Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- ___ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O. 11755).
- ✓ (28) [52.222-19](#), Child Labor. Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ___ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).
___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ___ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
___ (ii) Alternate I (JUL 2014) of [52.222-35](#).
- ___ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
___ (ii) Alternate I (JUL 2014) of [52.222-36](#).
- ___ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ✓ (35) (i) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).
___ (ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).
- ___ (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).
(ii) Alternate I (OCT 2015) of [52.223-13](#).
- ___ (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](#).
- ___ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- ___ (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](#).
- ✓ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- ___ (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- ___ (46) [52.223-21](#), Foams (JUN 2016) (E.O. 13693).
- ___ (47) (i) [52.224-3](#), Privacy Training (JAN 2017) (5 U.S.C. 552a).
(ii) Alternate I (JAN 2017) of [52.224-3](#).
- ___ (48) [52.225-1](#), Buy American-Supplies (MAY 2014) ([41 U.S.C. chapter 83](#)).
- ___ (49) (i) [52.225-3](#), Buy American.Free Trade Agreements.Israeli Trade Act (MAY 2014) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I (MAY 2014) of [52.225-3](#).
(iii) Alternate II (MAY 2014) of [52.225-3](#).
(iv) Alternate III (MAY 2014) of [52.225-3](#).
- ___ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- ✓ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- ___ (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](#)).
- ___ (55) [52.229-12](#), Tax on Certain Foreign Procurements (JUN 2020).

- ✓ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (FEB 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ___ (57) [52.232-30](#), Installment Payments for Commercial Items (JAN 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).
- ✓ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).
- ___ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) ([31 U.S.C. 3332](#)).
- ___ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- ___ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).
- ___ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(12)).
- ___ (63) (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) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- ___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- ___ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- ___ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- ___ (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
- ___ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- ___ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([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, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (JUN 2020) ([41 U.S.C. 3509](#)).

(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).

- (iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (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) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015)
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O. 11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#))
- (xi) [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](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii)
 - (A) [52.222-50](#), Combating Trafficking in Persons (OCT 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).
 - (B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (NOV 2020).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xix) (A) [52.224-3](#), Privacy Training (JAN 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [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)

Add the following clause in full text:

FAR 52.229-12 Tax on Certain Foreign Procurements (JUN 2020)

(a) Definitions. As used in this clause—
Foreign person means any person other than a United States person.
United States person, as defined in 26 U.S.C. 7701(a) (30), means—
(1) A citizen or resident of the United States;
(2) A domestic partnership;
(3) A domestic corporation;
(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a) (31)); and
(5) Any trust if—
(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign

Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

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

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

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. In addition, the full text of a clause may be accessed electronically at: <https://acquisition.gov/browse/index/far> this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at https://ecfr.io/cgi-bin/text-idx?SID=d9a7851186785ba2b1896db79b1b6b29&mc=true&tpl=/ecfrbrowse/Ttitle48/48tab_02.tpl to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-12	Data Universal Numbering System Number Maintenance (DEC 2012)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
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	Worker's Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.229-6	Foreign Fixed Price Contracts (FEB 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUNE 2013)
52.244-6	Subcontracts for Commercial Items (NOV 2020)

The following FAR clauses are provided in full text:

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

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

FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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

Funds are not presently available for performance under this contract beyond September 30th of the current calendar year. The U.S. Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

DOSAR 652.204-70 Department of State Personal Identification Card Issuance (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>.

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# 19JA80-21-P-0307)

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.)

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.

(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 on-site 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).

(End of clause)

DOSAR 652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

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

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

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

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

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

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

(End of clause)

See the Attachment 3 - Japanese Holidays during Year 2021

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 Marine Security Guard at the U.S. Embassy Tokyo.

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

DOSAR 652.229-70 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. Solicitation Provisions

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

Addendum to 52.212-1: none

3.2 Summary of Instructions

The quoter 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 1.1.3: 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 quoter's ability to perform, including:

(1) Name of a Representative/Supervisor and resume detailing background and at least 3 years of experience in nutrition and managing food service operation at the premium level and who understand written and spoken English at Level 3 of Attachment 4 - English Speaking Levels;

(2) Name of the Primary MSG Cook and resume detailing (1) a minimum of 5 years' experience managing food services operations demonstrating experience in premium level food and service execution (2) understanding written and spoken English at Level 2 of Attachment 4 - English Speaking Levels and (3) license in food operation. Resumes of personnel not currently employed by the Contractor must contain a statement that use of their resume for this solicitation is authorized;

(3) Name of up to two (2) alternative cooks and resume detailing -

(a) a minimum of 1 years of experience managing food service operations demonstrating experience in premium level food and service execution;

(b) understanding written and spoken English at Level 2 of Attachment 4 - English Speaking Levels; and

(c) license in food preparation. Resumes of personnel not currently employed by the Contractor must contain a statement that use of their resume for this solicitation is authorized.

(4) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing and a valid food service operating license;

(5) List of clients over the past 15 years, demonstrating prior experience with food preparation, serving and relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Japan, then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct.

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

- (1) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (2) The Offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (3) The offeror's strategic plan for cook services to include but not limited to:
 - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.

- (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
- (c) Plan of ensuring quality of services including but not limited to contract administration and oversight to include Risk Management Plan, Reporting plan, Hazard Analysis Critical Point Plan, HACCP taking in to account all Deliverables listed in Attachment 1 Deliverables; and
- (d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or**
(2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

Quotation must be received no later than **12:00 noon, Wednesday, March 24, 2021 (Japan Standard Time) via email** shown below. **(Not via Postal Mail)**

No quotations will be accepted after this time.

Point of Contact: Masao Chuma - Procurement Agent
Email: ChumaMX@state.gov
Subject: RFQ 19JA80-21-Q-0307

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

* After submitted of quotation, quoter shall contact Masao Chuma by phone or separate email 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. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

<u>Provision</u>	<u>Title and Date</u>
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)
52.237-1	Site Visit (APR 1984)

The site visit will be held on March 10, 2021 at 10:00 a.m. (Japan Standard Time) at the U.S. Embassy Apartment Compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032. Prospective offerors/quoters should contact Masao Chuma by email at ChumaMX@state.gov for additional information to arrange entry to the Compound.

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 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, responsible offeror. The evaluation process shall include the following:

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

(b) The lowest price will be determined by multiplying the offered prices times the estimated quantities in "1.1.3 Prices - Continuation of SF-18, block 11(f), Amount", and arriving at a grand total, including all options.

(c) The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.

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

(1) Adequate financial resources or the ability to obtain them;

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

(3) Satisfactory record of integrity and business ethics;

(4) Necessary organization, experience, and skills or the ability to obtain them;

(5) Necessary equipment and facilities or the ability to obtain them;

(6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations; and

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 52.217 5 Evaluation of Options (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of clause)

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 Item (FEB 2021)

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
- (10) PSC 9630, Additive Metal Materials.

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

"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"-

(1) 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.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"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)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) Listed end products.

Listed End Product Listed Countries of Origin

_____ _____
_____ _____

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

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

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

(j) Reserved.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as

to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k) (1) or (k) (2) applies.]

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4](#)(c) (2) (ii)) for the maintenance, calibration, or repair of such equipment; and

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

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

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

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

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

contract period is less than a month) servicing the Government contract; and

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k) (1) or (k) (2) of this clause or to contact the Contracting Officer as required in paragraph (k) (3) (i) of this clause.

(1) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to 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-

(i) 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.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.229-11 Tax on Certain Foreign Procurements—Notice and Representation (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person. Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [] is [] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that I am claiming on the IRS Form W-14 [] a full exemption, or [] partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>. (End of provision)

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

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "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" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* 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".

(d) *Representation.* The Offeror represents that—

(1) It ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ___ does, ___ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number,

manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(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 (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. 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 this address:

<https://www.acquisition.gov/browse/index/far>

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at [e-CFR](#) to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

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

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)

ATTACHMENT 1

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

The Contractor will be responsible for being familiar with Japanese laws and possess demonstrated ability for obtaining all licenses, permits and other official requirements allowing for the cooking of food items in the Marine Security Guard Residence (MSGR). When requested by the MSG Mess Non-Commissioned Officer (NCO), the Contractor may be required to accompany the Mess NCO on local food purchasing trips.

The Contractor shall provide all management, supervision, administrative support, labor, logistics, training, and transportation required to conduct food service operations.

The USG requires a variety of food services operations services including, but not limited to:

- Menu Planning and Coordination
- Food Provisioning
- Food Preparation and Service
- Food Service Staffing
- Quality Management

The Contractor shall follow all relevant applicable industry standards, codes, Government regulations, DOS guidance and written supplier's recommendations in executing the services of this contract.

The Contractor shall provide all Dining services for the Marine Security Guard Residence (MSGR) located at -

Marine Security Guard Residence, 2-1-1 Roppongi, Minato-ku, Tokyo

Clientele consist of Marine Security Guards (MSGs) working on the Embassy/Consulate compound.

Hours of Operation: The hours of operation will follow the established hours for food service operations

Weekdays

Breakfast:
0730-1000

Lunch:
1100-1530
-upon request by Marine

Dinner:
- making and putting in fridge for later consumption by Marines
&
On Friday, make enough quantity of 2 more dinner options to last through Saturday and Sunday. No premade breakfast or lunch unless requested by Marine.

1. General Requirements

The Contractor shall implement a DOS-approved food services support program to standardize food operations, meet mission requirements, control costs and provide good service to the MSG Detachment. The Contractor's food services approach will incorporate change management to support an evolving DOS approved business plan to meet situational changes.

Objectives

- Provide a proper skill mix, and experience of qualified personnel
- High Quality Food Operations, with minimal disruptions during transitions
- Control Cost of Food Services
- Provide effective internal controls and management oversight in support of effective organizational processes
- Demonstrate an innovative approach to food operations
- Provide high level of customer satisfaction
- When required, assist the MSG Mess NCO in identifying high quality food for meal preparation

Code, Regulations, Guidance and Standards

- FDA Food Code - www.fda.gov/foodcode
- USDA Grades and Standards - <https://www.ams.usda.gov/grades-standards>
- CODEX Alimentarius - <http://www.fao.org/fao-who-codexalimentarius/standards/en/>

Note: The above links are provided as a courtesy. The Government is not responsible for updating the links.

Licensing, Laws, and Regulations

The Contractor shall make certain that the proper Japanese licensing and approvals are in place for employee(s) to be in full compliance with the laws and regulations.

2. Specific Requirements

a. Food Service Operations

i. Hours of Operation.

Hours of operation will follow the U.S. Government established hours for food service operations.

Kitchen Services

	Facility	Breakfast Hours	Lunch Hours	Dinner Hours
	MSGR	7:00-10:00	11:00-15:30	No hours

ii. Quantities of Meals.

The MSG detachment at U.S. Embassy Tokyo consists of up to 14 Marines, which would require the preparation of 56 meals per day, respectively.

iii. Menu

The MSGR patrons are a diverse group: Americans who have traveled extensively and been exposed to many cultures as well as those who prefer their own regional cuisines in the U.S.; and individuals who have dietary restrictions for health, cultural or religious reasons.

Trying to please everyone all the time is labor intensive, expensive, and a near impossible task. But making the small steps will be appreciated.

In coordination with the Mess NCO, the Contractor will develop a 20-day menu cycle, offering a variety of food selections for each meal and on a weekly basis, based upon acceptability ratings, availability of food items, and food preparation limitations, as well as cost of operations. The menu shall consist of a variety of quality prepared foods that meet business and industry standards, complying with the current and subsequent revisions of Dietary Guidelines for Americans (www.health.gov) offering menu alternatives that are low in total fat, saturated fat, cholesterol, sodium and sugar; no trans fats; lean meats; low-fat dairy products; a variety of vegetables, fruits and grain products; and vegetarian selections. The quality and appearance of

the food shall be consistent with approved food service industry standards for comparable "business and industry" dining facilities.

The menu should incorporate local/regional cuisine, American and international dishes. There should be at least one healthy option with each meal. Full use of leftovers can also extend the selection if items are stored and labeled in accordance with food safety standards.

Special meals (e.g. Mexican night, Italian supper, Asian stir-fry luncheon) are also possible introductions. A suitable selection for any identified vegetarian diners shall be on the menu daily as well.

It will be the responsibility of the COR or the Mess NCO to advise the Contractor of any special dietary or cultural limitations. In the event the Contractor receives no notification it can be assumed none exists. ONLY the COR or the Mess NCO has the authority to make these notifications.

(1) Menu Planning

The Contractor, in coordination with the Mess NCO, shall establish 20-day menus that reflect meals variety consistent with the varied cultural, religious, and health dietary requirements of the MSGs. Menu items shall be fresh, prepared onsite, healthy, modern and authentic to the maximum extent practicable.

Contractor shall utilize accepted cooking standards for food preparation and develop program specific standards to ensure consistency in preparation across the program.

Contractor shall develop standards or recipe cards for items determined to be customer favorites. Cooking standards and recipes shall be available to the COR and included as part of program quality assurance program.

(2) Menu Adjustments

The Contractor will submit adjustments to the menus to the COR one week in advance, in writing for approval.

iv. Concept of Operations

Food is an important morale factor, as are the health priorities of a good diet. A successful food operation will be one that continuously pleases the diners; offers a wide variety of food choices; accommodates different dietary needs and desires based

upon personal choice, ethnic experience and religious restrictions; is environmentally sustainable, exceeds goals, generates useful metrics and provides excellent service in all areas.

Food is a "high risk" area. It can negatively affect health, adversely affect morale, be impacted by political and economic events, and be a source for fraud, waste and abuse. The planning and resourcing that will go into this effort cannot be changed quickly. Overseas, the options are severely limited, and resources are few. The contractor shall provide an approach that measures performance and capitalizes on success while planning to mitigate such risk factors.

In order to normalize food operations, the Contractor shall have an ultimate goal of achieving a system that is: efficient; reduces waste; provides sufficient variety allowing the diner to make choices based on nutrition and variety; and is a pleasant experience overall.

The Contractor shall make use of local supplies for common and available items, local, regional, and international dishes while utilizing international sources for main entrée items, as well as favorites (USA brand items). Planning for the menu should account for available provisions.

The Contractor will staff and supply meals in accordance with meal hours and meal service specified in Section 1, 2.3 Locations, and 4.1.1 Hours of Operation.

V. Establishment of Facilities

The Contractor shall establish food service operations located within the MSGR. The Contractor shall coordinate with the COR on any additional equipment needs that are identified during the solicitation process.

Patrons will be expected to clean up after the meal by taking their dinnerware and trash to a designated site for turn-in and/or disposal. However, the Contractor is responsible for Cleanliness services at the MSGR and shall clean and put away the dishes daily. The designated site shall accommodate efforts to recycle plastics, glass, and paper apart from compostable food waste.

vi. Standards of Service

Contractor shall maintain a standard of service equal to our better than quality commercial food service operations found on university campuses, finer hotels and resorts.

(1) Preparation

Contractor shall utilize the appropriate industry preparation standards for the all food products and menu items. Contractor shall ensure all food is not overcooked or undercooked, over seasoned or under seasoned.

(2) Presentation

Food will not only be delicious, but well presented, readily replenished, and served at the right temperature for food safety requirements as well as patron expectations. Contractor shall use fresh ingredients to the maximum extent possible and use varying colors and arrangement that are pleasing to the eye. Serving areas, equipment, pans and serving bowls shall be clean, well-lit and free of drips and food particles. Serving utensils shall be replaced regularly throughout service to reduce cross contamination and provide a clean appearance.

(3) Green Program and Waste Minimization

The Contractor shall utilize environmentally friendly cleaning products to the maximum extent practicable. The Contractor will demonstrate waste minimization through establishing historical usage, accurate forecasting, progressive cooking, and tracking of waste to continuously improve performance.

The Contractor will participate in "Sustainability Programs" that may include: disposable bulk purchasing program, organic food products, organic or environmentally friendly cleaning products, reusable items, marketing programs, minimizing waste stream, energy and water saving programs (equipment, food preparation, etc.) and other "green" programs that will benefit the patrons, the workers, DOS and the host nation.

Contractor shall work to reduce and replace the use of disposable dining ware through expansion of dishwashing operations to the maximum extent practical.

(4) Customer Service

The Contractor's food service worker(s) will be knowledgeable, provide excellent customer service, be pleasant, and achieve compliance with U.S. food worker health standards. Staff shall greet customers with a smile and appropriate greeting. Staff

shall be polite and address all customers with respect. Staff shall look to assist guests to the maximum extent practical.

(5) Food Handling and Safety

Food standards will be in accordance with the World Trade Organization recognized Codex Alimentarius. The Codex Alimentarius is an international reference point for the resolution of disputes concerning food safety and consumer protection.

General Standards - Safety

As part of the Program Management Plan, the Contractor shall establish a Food Service Safety Program. The Contractor's Food Service workers will employ appropriate safety gear in the course of their work. The Contractor's Safety Program shall include documented training and refresher courses for all personnel, evidence of which will be provided to the Government upon request. Language accommodation for LNs may be required. The Contractor shall investigate, and record events involving personal injury or significant damage to DOS facilities and report these events to the COR. To prevent future incidents, the Contractor will verify Safety Program reports are part of Program and Quality Assurance (QA) reviews.

(6) Food Worker Health, Sanitation, and Hygiene

FDA and USDA Service Guidelines

The Contractor will follow current Food Service Sanitation and Public Health Service standards, and FDA and USDA food service guidelines, codes, and regulations. The contractor will monitor host nation evolution to World Health Organization (WHO) guidelines, including Codex Alimentarius, and incorporate WHO guidelines into its approach as appropriate.

Health and Sanitation Inspections

The Contractor will maintain and retain reports on health and sanitation inspections.

Food Service Management

The Contractor will train food service management and service staff in National Restaurant Association ServSafe food handling procedures.

Food-Handling Awareness

The Contractor will provide periodic health, sanitation, and hygiene training to address food handling awareness and

sanitation processes for all employees assigned to the residence as part of this contract.

Fit for Duty

All Food Service workers will be physically capable, certified communicable disease-free, and attired in clean clothing.

Health Certifications

All Food Service workers shall possess health certificates. Health certifications shall be made by medical examination with copies of exam documentation retained at the MSGR for inspection.

(7) Cleanliness

As part of the operation of the MSGR kitchen, the Contractor shall provide cleaning services. These services shall be performed in accordance with standard commercial cleaning practices. The MSGR kitchen and dining areas require regular cleaning of all visible dust, grease, dirt, soil, scuff marks, and debris from surfaces, fixtures, tables, walls, floors and carpets due to regular traffic. Additional standard cleaning services include, but are not limited to, the following: table bussing/cleaning during food service operations, sweeping, mopping, trash removal, washing kitchen/dining windows, disinfecting, cleaning entryways and mats, and basic metal polishing.

The Contractor shall also clean and put away dishes daily while they are at work.

All indoor and outdoor kitchen/cafeteria spaces will be kept clean and sanitized to the highest U.S. standards.

vii. Food Service Management System and Controls

Food Service Management System

The Contractor will implement and/or maintain a Food Service Management System for maintaining accountability and limiting access to authorized patrons. With tracking and database tools for the Contractor's program office, and storage facilities, the system will be a flexible and transparent inventory management solution. The system will enable the Contractor to monitor inventory levels, streamline purchasing, develop menus, standardize recipes, analyze

data, and accurately report on a wide range of food service activities and metrics.

Access Control

The Contractor shall implement planning and access controls to ensure only authorized employees are able to access the MSGR.

Fraud, Waste, and Abuse

The Contractor will have procedures, processes, and systems in place to detect and eliminate fraud, waste, and abuse.

b. Food Provisioning and Storage

The Contractor shall provide all oversight, labor, materials, equipment, insurance and overhead to provide food provisions and storage services required to operate the MSGR kitchen.

i. Food Quality Standards

The quality of product shall be equivalent to standards established by USDA Agriculture Marketing Service Grades and Standards (<https://www.ams.usda.gov/grades-standards>), or better.

ii. U.S. and Familiar Brands

Patrons are American citizens that associate certain name brand products to high quality. Local products may be submitted, with approval for "equal".

iii. Supply Chain Management

Best Value

Sources should be procured wherever possible to ensure highest quality and best value.

Receipt of Supplies

The Contractor may be required to accompany the Mess NCO on local food purchasing trips. These items will be received and stored in the appropriate areas within the MSGR.

Supply Rotation

All products in storage shall be dated and rotated for first-in, first-out distribution. Supplies required include:

Food

Food (perishable and non-perishable).

Beverages

Beverages to include all bottled water, milk, carbonated beverages, juices, coffee, and tea.

Emergency Food Supply Plan

The Contractor will provide and shall update the incorporated emergency supply management plan as needed, or upon request from the Government.

Prevent Spoilage

The Contractor's Food Service Supervisors and cooks will follow USDA, HHS, and PHS published guidelines for procedures and processes to prevent spoilage. They shall consider regular inventory inspection, temperature rotations, the practice of first-in, first-out (FIFO), increased physical security for inventory, and selective or exclusive inventory access limitation.

iv. Supplies, Utensils, Dishware and Consumables

The USG will provide sufficient supplies, utensils, dishware and consumables to support the MSGR food service operations, with sufficient inventory to maintain operation for up to 30 days without re-stock. If levels fall below those required, the contractor must notify USG within 30 days so that no lapse in supplies/consumables will occur.

Supplies

Supplies include food supplies associated consumables (e.g. napkins, paper plates, plastic utensils, to-go boxes, etc.).

Utensils

Utensils include metal cutlery, serving spoons, pots, pans, kitchen crockery and cooking vessels.

Dining Ware

Dining ware, to include plates, bowls, glasses, and mugs.

c. Equipment and Facilities

The Contractor will operate fully furnished MSGR kitchens provided by the USG. The Contractor will be provided Government Furnished Equipment (GFE) that is up-to-date and fully maintained.

Contractor shall conduct a thorough assessment of all existing MSGR kitchens, and food service management equipment and ensure adequate supply of replacement equipment and parts are available for continuous operation.

Offeror shall propose an estimated list of required additional equipment to the Government for purchase within proposal, if required.

Maintenance Plan

The Embassy Operations & Maintenance contract (i.e. a separate contract) is responsible for the maintenance and repair of all MSGR kitchens (structure, electrical, plumbing, etc.) and its installed equipment (hoods, stoves, ovens, dishwashers, etc.). The Contractor will establish a plan for use, and inventory of all property, equipment, and materials used in contract performance. Procedures shall verify that property, equipment, and materials are used solely for purposes authorized in the contract.

ATTACHMENT 2
GOVERNMENT FURNISHED PROPERTY

The Government shall make the following property available to the Contractor as "Government furnished property (GFE)" under the contract:

- 2 Extra Large Fridges
- 1 Extra Large Freezer
- 1 Large fridge/freezer
- 1 Stove/oven
- 2 Sinks
- 1 Air fryer
- 2 Microwaves
- Dishwasher
- Pots/pans
- Cooking trays
- Spoons
- Forks
- Knives
- Pantry area
- Blender
- Cooking utensils i.e. spatula, tongs

The Contractor is responsible for informing the COR, in writing, of GFE malfunctions within 24 hours of the occurrence. The Government will provide available equipment spares.

ATTACHMENT 3
JAPANESE HOLIDAYS DURING YEAR 2021

● LIST OF HOLIDAYS IN JAPAN IN 2021

Day	Date	Holiday Name	Type	Comments
Friday	Jan 01	New Year's Day	National Holiday	
Monday	Jan 11	Coming-of-Age Day	National Holiday	2nd Monday of January
Thursday	Feb 11	National Foundation Day	National Holiday	National Day
Tuesday	Feb 23	The Emperor's Birthday	National Holiday	February 23rd or following Monday if it falls on a Sunday
Saturday	Mar 20	Vernal Equinox Day	National Holiday	March 20 or March 21
Thursday	Apr 29	Showa Day	National Holiday	Part of Golden Week
Monday	May 03	Constitution Memorial Day	National Holiday	Part of Golden Week
Tuesday	May 04	Greenery Day	National Holiday	Part of Golden Week
Wednesday	May 05	Children's Day	National Holiday	Part of Golden Week
Thursday	Jul 22	Marine Day	National Holiday	Moved for Olympics
Friday	Jul 23	Health-Sports Day	National Holiday	Olympic Opening Ceremony
Monday	Aug 09	Mountain Day	National Holiday	Olympic closing ceremony
Friday	Aug 13	Obon	Not A Public Holiday	Not a public holiday
Saturday	Aug 14	Obon	Not A Public Holiday	Not a public holiday
Sunday	Aug 15	Obon	Not A Public Holiday	Not a public holiday
Monday	Sep 20	Respect for the Aged Day	National Holiday	3rd Monday of September
Thursday	Sep 23	Autumnal Equinox Day	National Holiday	
Wednesday	Nov 03	Culture Day	National Holiday	November 3rd or following Monday if it falls on a Sunday
Tuesday	Nov 23	Labour Thanksgiving Day	National Holiday	November 23rd or following Monday if it falls on a Sunday

Attachment 4 - English Speaking Levels

Speaking Level 1 (Elementary Proficiency)

Able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics.

- A native speaker must often use slowed speech, repetition, paraphrase, or a combination of these to be understood by this individual.
- Similarly, the native speaker must strain and employ real-world knowledge to understand even simple statements/questions from this individual.
- This speaker has a functional, but limited proficiency.
- Misunderstandings are frequent, but the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction.
- The individual is unable to produce continuous discourse except with rehearsed material.

Examples:

1. *Structural accuracy is likely to be random or severely limited.*
2. *Time concepts are vague.*
3. *Vocabulary is inaccurate, and its range is very narrow.*
4. *The individual often speaks with great difficulty.*
5. *By repeating, such speakers can make themselves understood to native speakers who are in regular contact with foreigners but there is little precision in the information conveyed.*
6. *Needs, experience, or training may vary greatly from individual to individual; for example, speakers at this level may have encountered quite different vocabulary areas.*
7. *However, the individual can typically satisfy predictable, simple, personal and accommodation needs; can generally meet courtesy, introduction, and identification requirements; exchange greetings; elicit and provide, for example, predictable and skeletal biographical information.*
8. *He/she might give information about business hours, explain routine procedures in a limited way, and state in a simple manner what actions will be taken.*
9. *He/she is able to formulate some questions even in languages with complicated question constructions.*
10. *Almost every utterance may be characterized by structural errors and errors in basic grammatical relations.*
11. *Vocabulary is extremely limited and characteristically does not include modifiers.*
12. *Pronunciation, stress, and intonation are generally poor, often heavily influenced by another language.*
13. *Use of structure and vocabulary is highly imprecise.*

Speaking Level 2 (Limited Working Proficiency)

Able to satisfy routine social demands and limited work requirements.

- Can handle routine work-related interactions that are limited in scope.
- In more complex and sophisticated work-related tasks, usage generally disturbs the native speaker.
- Can handle with confidence, but not with facility, most normal high-frequency social conversational situations, including extensive but casual conversations about current events, as well as work, family, and autobiographical information.
- The individual can comprehend most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or sophisticated knowledge.
- The individual's utterances are minimally cohesive to articulate basic concepts.
- Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent.
- Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

Examples:

1. *While these interactions will vary widely from individual to individual, the individual can typically ask and answer predictable questions in the workplace and give straightforward instructions to subordinates.*
2. *The individual can participate in personal and accommodation-type interactions with elaboration and facility; that is, can give and understand complicated, detailed and extensive directions and make non-routine changes in travel and accommodation arrangements.*
3. *Simple structures and basic grammatical relations are typically controlled; however, there are areas of weakness.*
4. *In the commonly taught languages, these [areas of weakness] may be simple markings such as plurals, articles, linking words, and negatives, or more complex structures such as tense/aspect usage, case morphology, passive constructions, word order, and embedding.*

Speaking Level 3 (General Professional Proficiency)

Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

- Nevertheless, the individual's limitations generally restrict the professional contexts of language use to matters of shared knowledge and/or international convention.
- Discourse is cohesive.
- The individual uses the language acceptably, but with some noticeable imperfections; yet, errors virtually never interfere with understanding and rarely disturb the native speaker.
- The individual can effectively combine structure and vocabulary to convey his/her meaning accurately.
- The individual speaks readily and fills pauses suitably.
- In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete.
- Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation.
- Pronunciation may be obviously foreign.
- Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

Examples:

1. *Can typically discuss particular interests and special fields of competence with reasonable ease.*
2. *Can use the language as part of normal professional duties such as answering objections, clarifying points, justifying decisions, understanding the essence of challenges, stating and defending policy, conducting meetings, delivering briefings, or other extended and elaborate informative monologues.*
3. *Can reliably elicit information and informed opinion from native speakers.*
4. *Structural inaccuracy is rarely the major cause of misunderstanding.*
5. *Use of structural devices is flexible and elaborate.*
6. *Without searching for words or phrases, the individual uses the language clearly and relatively naturally to elaborate concepts freely and make ideas easily understandable to native speakers.*
7. *Errors occur in low frequency and highly complex structures.*



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 婚歴

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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:

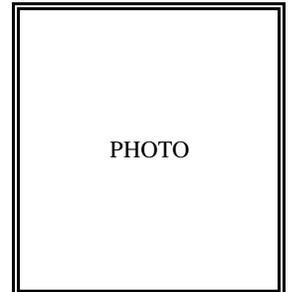
10. Previous addresses of past 7 years. From present to past. (過去7年間の住所を新しい順に。)

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)



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
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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.) 渡航歴 (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	Purpose 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?	<input type="checkbox"/>	<input type="checkbox"/>
Are you now under a physician's care? 現在、医師にかかっていますか?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had a nervous disorder? 神経系疾患を患った事がありますか?	<input type="checkbox"/>	<input type="checkbox"/>
Have you ever had tuberculosis? 結核を患った事がありますか?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>

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)