Embassy of the United States of America

Tokyo, Japan

April 7, 2021

Dear Prospective Offerors:

Subject: Request for Quotations Number 19JA80-21-Q-0496
Kitchen Char Broiler and Griddle Replacement Services

The Embassy of the United States of America seeks to enter into a contract with a qualified, responsible, and reliable firm with sufficient knowledge and facilities for obtaining char broiler and griddle replacement services for the Cafeteria Kitchen at the U.S. Embassy 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 J** 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 Conference 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: Friday, April 16, 2021
Time: From 2:30 p.m. to on/about 3:00 p.m.
Location: Meet at **the Reception Lobby** of the U.S. Embassy, 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420

(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 Ayaka OGAWARA via email at OgawaraAX@state.gov by no later than 12:00 noon, Tuesday, April 13, 2021 (JST), to arrange entry to the Embassy.

(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 Embassy.

(d) Please note that attendees are not allowed to bring PCs, electronic measuring equipment, cameras, and any kinds of electronic device for this meeting. Therefore, do NOT bring them with you as the Embassy guards will not keep them for you.

(e) Photography is NOT ALLOWED. The Embassy will provide approved photos via website if requested.

(f) Performance Bond is required. See subsection G.1 of the RFQ.

2. Questions

Following the conference, quoters may submit questions (in English) in regard to this RFQ by 12:00 noon, Tuesday, April 20, 2021 (JST) via email at OgawaraAX@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, Friday, April 30, 2021 (JST)** to Ayaka OGAWARA of U.S. Embassy Tokyo, via email to the indicated below. No quotation will be accepted after this date/time.

Note: After submission of quotation, quoter shall contact Ayaka OGAWARA by phone or separate email to confirm the receipt of quotation.

Point of Contact: Ayaka OGAWARA
Email: OgawaraAX@state.gov
Subject: RFQ 19JA80-21-Q-0496

Mobile: 090-1110-9327
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 Phaovisaid
Contracting Officer

Enclosure:
Request for Quotations 19JA80-21-Q-0496

EQUEST FOR QUOTATIONS (RFQ) *(THIS IS NOT AN ORDER)*	THIS RFQ [ ] IS [x] IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)	PAGE 1	OF	PAGES 46

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
19JA80-21-Q-0496	April 7, 2021	PR9799928		

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

6. DELIVER BY *(Date)*

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

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Ayaka OGAWARA	+81-3	3224-5208

7. DELIVERY
X FOB DESTINATION OTHER *(See Schedule)*

8. TO:

a. NAME	b. COMPANY	
c. STREET ADDRESS		
d. CITY	e. STATE	f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE	
b. STREET ADDRESS	
c. CITY	
d. STATE	e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE:
April 30, 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

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

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Kitchen Char Broiler and Griddle Replacement Services for the Cafeteria at the U.S. Embassy in Tokyo, Japan, in accordance with attached terms and conditions of the Request for Quotations. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.	(See the pricing table - Section A: Price.)			

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

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

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

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Attachment I-1 – Statement of Work

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Section A: Price

A.1 The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead, and profit.

Kitchen Char Broiler and Griddle Replacement Services:

One Project: _____

Note: The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.
(For non-Designated Stores, please visit the following link for registration: https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html)

A.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.

Section B: Statement of Work

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. The Statement of Work is set forth in Section I as Attachment I-1.

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

Section C: Packaging and Marking

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

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

Section D: Inspection and Acceptance

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

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

D.1 Substantial Completion

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

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

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

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

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

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests. The Contractor shall give the Contracting Officer at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

(1) Satisfactory completion of all required tests,

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

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

Section E: Deliveries or Performance

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

The Contractor shall be required to:

(a) commence work under this contract from the date specified on the Notice to Proceed (NTP),

(b) prosecute the work diligently, and,

(c) complete the entire work in 3 calendar days after commencement of the work, including fabrication.

The time stated for completion shall include final cleanup of the premises.

E.2 FAR 52.211-12 Liquidated Damages – Construction (SEPT 2000)

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

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

E.3 Contractor’s Submission of Construction Schedules

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

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

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

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

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

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

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

(3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.4 Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor’s notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E.5 Notice to Proceed

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

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

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

E.6 Working Hours

All work shall be performed during the hours between 08:00 and 17:30, Saturday, Sunday, and/or holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.7 Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at Facility Management Office, U.S. Embassy, located at 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420, to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

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

Description	Qty.	Deliver Date	Deliver To
Subsection D.2 Request for Substantial Completion	1	15 days before inspection	COR
Subsection D.3 Request for Final Acceptance	1	5 days before Inspection	COR
Subsection E.3 Construction Schedule	1	10 days after award	COR
Subsection E.7 Preconstruction Conference	1	10 days after award	COR
Subsection F.2 Payment Request	1	Last calendar day of each month	COR
Subsection G.1 Performance Bond	1	10 days after award	CO
Subsection G.2 Insurance	1	10 days after award	CO
Subsection G.5.3 RSO Tokyo Security Form	1	10 days after award	COR

Section F: Administrative Data

F.1 DOSAR 652.242-70 Contracting Officer's Representative (COR) (AUG 1999)

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

(b) The COR for this contract is Maintenance Supervisor of Facility Management Office at the U.S. Embassy in Tokyo, Japan.

F.2 Payment

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

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

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

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

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

Section G: Special Requirements

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

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

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

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

G.2 Insurance

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

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

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

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

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

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

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

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

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3 Document Descriptions

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

(a) Record Documents. The Contractor shall maintain at the project site:

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

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

(b) "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

(1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and
(2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

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

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

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

G.5 Construction Personnel

G.5.1 The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.2 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.3 After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform. Each individual shall complete and submit Regional Security Office (RSO) Tokyo Security Form (see Attachment I-2).

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

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

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7 Special Warranties

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

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 Equitable Adjustments

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

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

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

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

G.9 Zoning Approvals and Permits

The Government shall be responsible for:

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

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

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

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

Section H. Clauses

H.1 This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: *http://www.acquisition.gov/far/*. Please note this address is subject to change.

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

H.2 The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

Clause	Title and Date
52.202-1	Definitions (JUN 2020)
52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (OCT 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUN 2020)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (FEB 2021)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JAN 2018)
52.222-50	Combating Trafficking in Persons (OCT 2020)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (JUL 2014)

52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5 Insurance - Work on a Government Installation (JAN 1997)
52.228-11 Pledges of Assets (FEB 2021)
52.228-13 Alternative Payment Protection (JULY 2000)
52.228-14 Irrevocable Letter of Credit (NOV 2014)
52.228-15 Performance and Payment Bonds-Construction (JUN 2020)
52.229-6 Taxes - Foreign Fixed-Price Contracts (FEB 2013)
52.229-7 Taxes- Fixed Price Contracts with Foreign Governments (FEB 2013)
52.232-5 Payments under Fixed-Price Construction Contracts (MAY 2014)
52.232-8 Discounts for Prompt Payment (FEB 2002)
52.232-11 Extras (APR 1984)
52.232-18 Availability of Funds (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.232-25 Prompt Payment (JULY 2013)
52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
52.232-33 Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
52.232-34 Payment by Electronic Funds Transfer – Other than System for Award Management (JULY 2013)
52.233-1 Disputes (MAY 2014) *Alternate I (DEC 1991)*
52.233-3 Protest after Award (AUG 1996)
52.236-2 Differing Site Conditions (APR 1984)
52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5 Material and Workmanship (APR 1984)
52.236-6 Superintendence by the Contractor (APR 1984)
52.236-7 Permits and Responsibilities (NOV 1991)
52.236-8 Other Contracts (APR 1984)
52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10 Operations and Storage Areas (APR 1984)
52.236-11 Use and Possession Prior to Completion (APR 1984)
52.236-12 Cleaning Up (APR 1984)
52.236-13 Accident Prevention (NOV 1991)
52.236-14 Availability and Use of Utility Services (APR 1984)
52.236-15 Schedules for Construction Contracts (APR 1984)
52.236-21 Specifications and Drawings for Construction (FEB 1997)
52.236-26 Preconstruction Conference (FEB 1995)
52.242-14 Suspension Of Work (APR 1984)
52.243-4 Changes (JUN 2007)
52.243-5 Changes and Changed Conditions (APR 1984)
52.244-6 Subcontracts for Commercial Items (NOV 2020)
52.245-2 Government Property Installation Operation Services (APR 2012)
52.245-9 Use and Charges (APR 2012)
52.246-12 Inspection of Construction (AUG 1996)
52.246-17 Warranty of Supplies of a Noncomplex Nature (JUN 2003)
52.246-21 Warranty of Construction (MAR 1994)

52.246-26 Reporting Nonconforming Items (DEC 2019)
52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEPT 1996)
52.249-10 Default (Fixed-Price Construction) (APR 1984)
52.249-14 Excusable Delays (APR 1984)

H.3 The following Federal Acquisition Regulation (FAR) clause is set forth in full text:

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration

Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting Requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause-

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

H.4 The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

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

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.
(b) The DOS Personal Identification Card Issuance Procedures may be accessed at *http://www.state.gov/m/ds/rls/rpt/c21664.htm* .

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

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

Contractor Identification (JULY 2008)

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

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

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

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

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

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

DOSAR 652.236-70 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).

DOSAR 652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

DOSAR 652.243-70 Notices (AUG 1999)

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

FAR 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (FEB 2021)

(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), 3ontractor 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.

Section I: List of Attachments

Attachment I-1 – Statement of Work

Attachment I-2 – RSO Tokyo Security Form

Attachment I-3 – Sample Letter of Bank Guaranty

Section J: Quotation Information

J.1 Qualifications of Quoters

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

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

J.2 Submission of Quotations

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

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

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

(b) Volume 2 - Price. Volume 2 consists of Section A: Price. Offerors must include the currency which they are submitting their prices in.

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

Submit the complete quotation by email to the indicated below by no later than **12:00 noon, Friday, April 30, 2021 (JST).**
No quotations will be accepted after this date/time.

Point of Contact: Ayaka OGAWARA
Email: <u>Ogawaraax@state.gov</u>
Subject: RFQ 19JA80-21-Q-0496

Mobile: 090-1110-9327

Embassy Telephone Operator: 03-3224-5000

Note: After submitted of quotation, quoter shall contact Ayaka OGAWARA by phone or separated 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 solicitation in the appropriate volume of the offer.

J.3 FAR 52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this Request for Quotations. Accordingly, quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for Friday, April 16, 2021 at 2:30 p.m.

(c) Participants will meet at the Reception Lobby of the U.S. Embassy Tokyo, 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420.

J.4 Magnitude of Construction Project

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

J.5 Late Quotations

Late quotations shall be handled in accordance with FAR.

J.6 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: *http://www.acquisition.gov/far/*. Please note this address is subject to change.

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

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

PROVISION	TITLE AND DATE
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.215-1	Instructions to Offerors--Competitive Acquisition (JAN 2004)

Section K: Evaluation Criteria

K.1 Evaluation of Quotations

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

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

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

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

(b) satisfactory record of integrity and business ethics;

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

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

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

Section L: Representations, Certifications and Other Statements of Quoters

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

(a) Definitions:

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

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

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

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

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

(e) Type of Organization
___Sole Proprietorship;

___Partnership:
___Corporate Entity (not tax exempt);
___Corporate Entity (tax exempt);
___Government Entity (Federal, State, or local);
___Foreign Government;
___International Organization per 26 CFR 1.6049-4;
___Other _____

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

L.2 FAR 52.204-8 Annual Representations and Certifications (MAR 2020)

(a)
(1) The North American Industry classification System (NAICS) code for this acquisition is 238290.
(2) The small business size standard is $36.5M.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)
(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
[_] (i) Paragraph (d) applies.
[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)
(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $250,000.

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

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

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

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.
(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.
(D) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.
(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

___ (i) 52.204-17, Ownership or Control of Offeror.
___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
___ (vii) 52.227-6, Royalty Information.
___ (A) Basic.
___ (B) Alternate I.
___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

L.3 FAR 52.204-24 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.

L.4 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations Representation (NOV 2015)

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

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It ___is, ___is not an inverted domestic corporation; and

(2) It ___is, ___is not a subsidiary of an inverted domestic corporation.

L.5 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS - CERTIFICATION (FEB 2021)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. (*Offeror shall check either (1) or (2).*)

___(1) The Offeror certifies that-
(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or

Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

___(2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a

participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.
(ii) An inability to conclude compliance.
(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has-

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

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

(a) *Definitions*. As used in this clause—
" Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

(2) [ ] Outside the United States.

L.7 Authorized Contractor Administrator

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

Name: _____
Address: _____
_____
_____
Telephone Number: _____ Fax Number: _____

L.8 FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.
"Marginalized populations of Sudan" means—
(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.
"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—
(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

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

L.9 FAR 52.228-17 INDIVIDUAL SURETY-PLEDGE OF ASSETS (Bid Guarantee) (FEB 2021)

L.10 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on

Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) Representations.

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

(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 any equipment, system, or service that uses covered telecommunications equipment or services.

Statement of Work

Kitchen Char Broiler and Griddle Replacement Services

The Contractor shall provide char broiler and griddle replacement services for the Cafeteria Kitchen at the U.S. Embassy as follows:

- The Contractor shall properly secure/isolate the City Gas Supply for the existing gas Char Broiler and Griddle. Provide proper protection on the surrounding work area. Remove the existing Char Broiler and Griddle and dispose of in accordance with the local code for industrial waste disposal. After the removal, the Contractor shall clean the area (walls and floors) where old Char Broiler and Griddle were placed.

- The Contractor shall furnish and install the new Gas Char Broiler and Griddle. The following are the example of the model and other models that are equivalent or superior in its specification to the following products are also acceptable. The catalog pictures of the following models are shown in the page 3 and 4 of this SOW.

Heavy Duty Hotel Range, CB Series from Comet Kato Co., Ltd.
(Size: W864 x D970 x H860)

- Gas Char Broiler (Char-Glow): Model CBC-8697-H, 13A Gas, 38.6kW, 33,200 kcal/h, with Base Cabinet and Door, or equivalent
- Gas Griddle (Fry-Top): Model CBGM-8697-H, 13A Gas, 28.5kW, 24,500 kcal/h, with Base Cabinet and Door, or equivalent

- The New Gas Char Broiler and Gas Griddle shall be installed side-by-side in accordance with the manufacturer's installation guidelines.

- The New Gas Char Broiler and Gas Griddle shall have a legs that are adjustable for proper leveling.

- All associated Gas piping shall be replaced as necessary for the installation of the new gas Char Broiler and Gas Griddle (for proper location). Shut –Off Valve shall be inspected and installed where it can be easily accessed.

- The Gas Piping work shall be performed by qualified personnel and certified by Tokyo Gas Company.

- The Contractor shall perform electrical work if necessary for this installation (field verified).

- The back splash guard shall be properly extended to the existing stainless steel wall panel and properly sealed with high temperature sealant.

- The Contractor shall perform operation test and adjust to its normal operating parameters, and perform any other adjustments as required for all burners, glow ball, griddles, etc.. The Contractor shall test for gas leak and ensure there is no gas leak withing the appliances, gas piping and its valve area. Provide leak test certificate.

- The Contractor shall schedule the work on weekends and/or holidays (Japanese and U.S. Holidays), when the cafeteria is closed. Time: 08:00 – 17:30.

- The Contractor shall provide Operation and Maintenance manual to the COR.

- The Contractor shall guarantee the workmanship and the end-product for a period of one (1) year from the date of acceptance by the Contracting Officer's Representative (COR).

- The Catalog pictures of the example of products that Contractor shall furnish are shown in the following pages.

https://www.cometkato.co.jp/catalog/202101/book/#target/page_no=49

HEAVY-DUTY GAS RANGE

ヘビーデューティホテルレンジ

MODELS **CB-78／94シリーズ**

MODELS CB-78シリーズ

●D970mmの片面式のヘビーデューティホテルレンジ。D900mmのショートサイズも製作可能。

MODELS CB-94シリーズ

●D1200mmの両面式のヘビーデューティホテルレンジ。

オーブントップ
●CB-78シリーズは、2バーナー、3バーナー、4バーナー、6バーナーのマルチバリエーション。
●4,200kcal/h～17,000kcal/hの4種類のバーナーをレイアウト。

フライトップ
●厚さ22mmの鉄板を採用しています。

チャーグロー
●セラミック製グローボールからの豊富な輻射熱で調理します。

ヒートトップ

●ウォールリセスバーナーを採用。密閉室でも安定燃焼します。
●蛇の目に衝撃燃焼させて熱吸収を高めています。
●フィントップと同様に鋳物プレートはスタット付です。

オーブン
●サーモスタットは高温用(150℃～343℃)と低温用(120℃～288℃)のどちらかをお選びいただけます。
●CB-94シリーズは、D996mmのパススルー構造です。
●CB-78シリーズは、コンベクションタイプもラインナップしています。

フィントップ
●鋳物プレート裏側のスタットが熱効率を高めるとともに微妙な温度分布を作り出します。
●耐火レンガで燃焼室の保温効果を高めています。

家庭用と違い、トップバーナーには「天ぷら油過熱防止装置(調理油過熱防止装置)」がついておりませんので、揚げ物には絶対に使用しないでください。
また、「立消え安全装置」はついておりませんので、ご注意ください。

CB-78/94シリーズ 型式概要

1.78シリーズ

例1:種別が1種類の場合

オーブントップこんろ口数及び種別: 2:2口 3:3口 4:4口 6:6口 / G:フライトップ S:スペクトロヒートトップ H:フィントップ C:チャーグロー F:フライヤー
製品奥行き: 97:970 90:900
オーブン安全器付
オーブントップ並び: 左から 12:1口、2口 21:2口、1口 無:G,S,Hの場合
脚を除いたボディー高さ: H:772 L:750 C:カウンター

CB 3 _ - 78 97 Y-A-12-H

オーブン種類: CB:コンベクションオーブン以外 SG:コンベクションオーブン
ベース: 無:オーブン M:キャビネット T:テーブル又はカウンター
シリーズ名: 78:オーブン付 W=864 86:オーブン付以外 W=864 43:ハーフ W=432 55:ハーフチャーグロー W=550
CYバーナー(手前二重バーナー)使用機種

例2:種別が違う場合

CB S 1/2 G _ - 78 97 Y-A-1G-H

トップ形状: G:フライトップ S:スペクトロヒートトップ
左右別種別が違う場合
トップ形状: G:フライトップとスペクトロヒートトップ 無:上記以外
ベース: 無:オーブン M:キャビネット T:テーブル又はカウンター
オーブントップ並び

2.94シリーズ

例1:種別が1種類の場合

オーブントップ形状: 無:オーブントップ G:フライトップ S:スペクトロヒートトップ H:フィントップ
製品奥行き: 1200
トップ面フラット仕様: フィントップの場合に限り F:トップ板とフィントップ面がフラット 無:コトクとフィントップ面がフラット

CB H _ - 94 12-A-F-H

ベース: 無:オーブン M:キャビネット T:テーブル
シリーズ名: 94:W=940 47:W=470
オーブン安全器付
脚を除いたボディー高さ: H:772 L:750 C:カウンター

例2:種別が違う場合

CB H-1/2 _ 94 12-A-2H F-H

トップ形状: G:フライトップとオーブントップ H:フィントップとオーブントップ GH:フライトップとフィントップ
左右別種別が違う場合
ベース: 無:オーブン M:キャビネット T:テーブル
オーブントップ並び

https://www.cometkato.co.jp/catalog/202101/book/#target/page_no=49

商品詳細

COMET

ヘビーデューティホテルレンジ

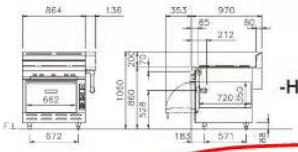
MODELS **CB-78シリーズ** (オーブン部のみ)

組み合せが自由で、連結が可能

何台かのレンジを組み合わせて連結できます。
好みの組み合わせでオーダーください。

オーブン部仕様

サーモスタット：高温用と低温用がございます。
ご発注時にご指定ください。
高温用:150℃～343℃
低温用:120℃～288℃
庫内寸法：W662×D720×H350(-L仕様はH328)
棚段数：2段×127mm ピッチ
付属品：テンパン W454×D654×H28 1枚
棚網 W652×D658 1枚



オープントップ

ベース オーブン

外形寸法(mm) Dimensions :W864×D970×H860

型式 Model No.	ガス消費量 Gas Input 13A ガス Natural Gas	LP ガス LPG	製品重量 Weight	価格 List Price
CB3-7897 -A-12-H	50.6kW (43,500kcal/h)	43.1kW (3.08kg/h)	230kg	¥1,000,000 (税別)

フライトップ

ベース オーブン

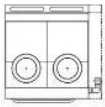
フライトップ部に立消え安全装置はついておりません

外形寸法(mm) Dimensions :W864×D970×H860

型式 Model No.	ガス消費量 Gas Input 13A ガス Natural Gas	LP ガス LPG	製品重量 Weight	価格 List Price
CBG-7897 -A-H	28.5kW (24,500kcal/h)	25.6kW (1.83kg/h)	290kg	¥1,090,000 (税別)

スペクトロヒートトップ

ベース オーブン



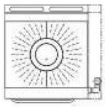
スペクトロヒートトップ部に立消え安全装置はついておりません

外形寸法(mm) Dimensions :W864×D970×H860

型式 Model No.	ガス消費量 Gas Input 13A ガス Natural Gas	LP ガス LPG	製品重量 Weight	価格 List Price
CBS-7897 -A-H	29.1kW (25,000kcal/h)	28.0kW (2.00kg/h)	260kg	¥1,150,000 (税別)

フィントップ

ベース オーブン



フィントップ部に立消え安全装置はついておりません

外形寸法(mm) Dimensions :W864×D970×H860

型式 Model No.	ガス消費量 Gas Input 13A ガス Natural Gas	LP ガス LPG	製品重量 Weight	価格 List Price
CBH-7897 -A-H	27.9kW (24,000kcal/h)	25.6kW (1.83kg/h)	260kg	¥1,030,000 (税別)

チャーグロー

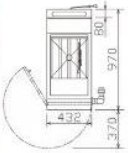
ベース キャビネット

立消え安全装置はついておりません

外形寸法(mm) Dimensions :W864×D970×H860
※写真の棚網はオプション品です。

型式 Model No.	ガス消費量 Gas Input 13A ガス Natural Gas	LP ガス LPG	製品重量 Weight	価格 List Price
CBC-8697 -H	38.6kW (33,200kcal/h)	38.6kW (2.76kg/h)	220kg	¥1,020,000 (税別)

フライヤー



外形寸法(mm) Dimensions :W432×D970×H860

型式 Model No.	ガス消費量 Gas Input 13A ガス Natural Gas	LP ガス LPG	定格消費電力 Rated Power Consumption	製品重量 Weight	価格 List Price
CBF-4397	14.0kW (12,000kcal/h)	12.9kW (0.92kg/h)	100V/10W	45kg	¥536,000 (税別)

マークの見方　過熱防止装置(ハイリミットサーモスタット)　温調用サーモスタット　立消え安全装置

Regional Security Office Tokyo Security Form

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

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

2. Alias/Maiden name
別姓・旧姓 _____

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

4. Nationality 国籍 _____

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

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

7. Permanent Address
本 籍 地 _____

8. Present Address
現 住 所 _____
〒 _____

9. TEL : CELL: EMAIL: _____

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

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

PHOTO

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

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

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

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

	〒

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

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

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

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

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

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

Signature (署 名)

Date (日付)

SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

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

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

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

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

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

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

Depository Institution: **[*name*]**
Address: _____
Representatives: _____ Location: _____
_____ State of Inc.: _____
_____ Corporate Seal:
_____

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

SAMPLE LETTER OF BANK GUARANTY

Place [ ]
Date [ ]

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

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

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

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Depository Institution: **[*name*]**
Address: _____
Representatives: _____ Location: _____
_____ State of Inc.: _____
_____ Corporate Seal:
_____

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