



Embassy of the United States of America

Tokyo, Japan

January 6, 2023

Dear Prospective Quoters:

Subject: Request for Quotations (RFQ) Number 19JA8023Q0005
Exterior Caulking Replacement Services

Enclosed is a Request for Quotations (RFQ) for Exterior Caulking Replacement Services. If you would like to submit quotation, follow the instructions in Section L of the RFQ, complete the required portions of the attached document, and submit it to the email address shown on the Standard Form (SF) 1442 that follows this letter.

The U.S. Government intends to award an indefinite-delivery, indefinite-quantity (IDIQ) type contract to the responsible company submitting an acceptable quote at the lowest price. The U.S. Embassy Tokyo intends to award the contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

1. Pre-quotation Conference and Site Visit:

(a) The Embassy intends to conduct a pre-quotation conference and walk-through at the site, which will be held at the following Date/Time and Location.

Date: **Wednesday, January 25, 2023**
Time: **From 1:00 p.m. to on/about 2:30 p.m. (Japan Standard Time)**
Location: Meet at **Sirota Gordon Gate** (previously known as Grew Gate) of the U.S. Embassy housing compound, 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

(b) Prospective quoters should contact Ayaka Ogawara via email at OgawaraAX@state.gov by **12:00 noon, Friday, January 20, 2023 (JST)** and submit individual name(s) (limited to two people per company), company name/address, telephone/fax numbers, and email address to arrange entry to the compound.

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

2. Questions:

Following the conference, quoters may submit questions (in English) regarding this RFQ by **12:00 noon, Monday, January 30, 2023 (JST)** via email to OgawaraAX@state.gov. All questions will be consolidated, and one response document will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Quotations:

Quotations are due by **12:00 noon, Friday, February 24, 2023 (JST)**. No quotations will be accepted after this date/time. Quotations must be in English and incomplete quotations will not be accepted.

Your quotation must be submitted electronically to Ayaka Ogawara via email to OgawaraAX@state.gov. The e-mail size must not exceed 15MB. If the e-mail size should exceed the 15MB, the submission must be made in separate e-mails less than 15MB each. After submission of quotation, quoters shall contact Ayaka Ogawara by phone (Mobile: 090-1110-9327 or Office: 03-3224-5208) or email to confirm the receipt of quotation.

In order for a quotation to be considered, you must also complete and submit the following:

- (1) Standard Form (SF) 1442;
- (2) SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
- (3) SECTION K - REPRESENTATIONS AND CERTIFICATIONS; and
- (4) Proof of SAM Registration (either "Active" or "ID Assigned" status)

Quoters shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to submittal of their quote as prescribed under FAR 4.1102. Failure to be registered at time of quotation submission may deem the quoter's quotation to be considered non-responsible and no further consideration will be given. Therefore, quoters are highly encouraged to register immediately if they are interested in submitting a response to this requirement.

4. Bonds: Performance and payment bonds are NOT required.

Sincerely,



Shelton C. Bowers
Contracting Officer

Enclosure:

Request for Quotations No. 19JA8023Q0005

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	19JA8023Q0005	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFQ)	January 6, 2023	1 72

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	PR11332025 / PR11328391	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Procurement/Contracting Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan		Ayaka Ogawara Email: OgawaraAX@state.gov Subject: RFQ 19JA8023Q0005
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS)
➔	Ayaka Ogawara	03-3224-5208 / 090-1110-9327

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS:

SECTION A: SOLICITATION, OFFER, AND AWARD*

**This is the Standard Form 1442 (SF-1442), i.e. pages 1 and 2 of this document.*

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SECTION D: PACKAGING AND MARKING

SECTION E: INSPECTION AND ACCEPTANCE

SECTION F: DELIVERIES OR PERFORMANCE

SECTION G: CONTRACT ADMINISTRATION DATA

SECTION H: SPECIAL CONTRACT REQUIREMENTS

SECTION I: CONTRACT CLAUSES

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION M: EVALUATION FACTORS FOR AWARD

EXHIBIT J-1 - SAMPLE TASK ORDER FORM

EXHIBIT J-2 - REGIONAL SECURITY OFFICE (RSO) TOKYO SECURITY FORM

11. The Contractor shall begin performance within three working days after receipt of Task Order and complete all services on individual housing unit within seven calendar days after work commencement.

(See Subsection B.4.4 COMPLETION DATE)

This performance period is mandatory, negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE OR PAYMENT BOND?	12B. CALENDAR DAYS AFTER CONTRACT AWARD
<input type="checkbox"/> YES, <input checked="" type="checkbox"/> NO	N/A

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Quotations are due at the email address specified in Item 8 by 12:00 noon, Friday, February 24, 2023 (JST). After submission of quotation, quoters shall contact Ayaka Ogawara by phone (Mobile: 090-1110-9327 or Office: 03-3224-5208) or email to confirm the receipt of quotation.

B. An offer guarantee is, is not required.

C. All quotations are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Quotations providing less than 120 calendar days for Government acceptance after the date offers/quotes are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE AND FAX NUMBERS (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

SAM UEID:

CODE FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS → ¥0

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each.

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

Subsections B.3.3 through B.3.6.

22. AMOUNT

¥0

23. ACCOUNTING AND APPROPRIATION DATA

Fiscal data will be provided on task orders placed against this IDIQ contract.

24. SUBMIT ONE ORIGINAL INVOICE TO ADDRESS SHOWN IN →

ITEM
Subsection G.2.7

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

26. ADMINISTERED BY CODE
Procurement/Contracting Office
U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

27. PAYMENT WILL BE MADE BY
Financial Management Center
U.S. Embassy
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return one copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER

Shelton C. Bowers

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all exterior caulking replacement services for the U.S. Embassy Housing Compound in Tokyo, Japan (also known as Mitsui Housing Compound, or MHC) as described in Sections B and C of this contract, and the exhibits in Section J.

B.2 TYPE OF CONTRACT

This is an indefinite-delivery, indefinite-quantity (IDIQ) type contract for exterior caulking replacement services. The Contractor shall furnish services according to task orders issued by the Contracting Officer. Verbal task orders maybe necessary for emergencies, however, they shall be issued in writing within three working days after issuance of the verbal instructions. The task orders shall specify the location and type of work requested (see subsection B.4 ORDERNIG and the example in SECTION J, EXHIBIT J-1 SAMPLE TASK ORDER FORM).

The contract will be for a one-year period from the date specified in Notice to Proceed, with two one-year options. For each effective year of the contract, the U.S. Government guarantees a minimum order of \$10,000 or its equivalent in Japanese Yen worth of services. The maximum amount of services ordered under the contract will not exceed \$245,000 in total three years or its equivalent in Japanese Yen worth of services.

B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Subsection B.4.3 CONTENTS OF TASK ORDERS. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit, and disposal fee of removed materials.

B.3.1 NOTE TO LOCAL VENDOR - The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.

For non-Designated Stores, please visit the following link for registration:

https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html (Japanese)

https://www.mofa.go.jp/ms/po/page22e_000946.html (English)

B.3.2 CURRENCY - All prices shall be in Japanese Yen.

B.3.3 BASE YEAR PRICES (starting on the date stated in the Notice to Proceed and continuing for a period of 12 months)

Description of Services	Unit of Measure	Price per Unit x	*Estimated Quantity =	Total Estimated Price
a. Caulking Work (per subsection C.2.3.1)	Linear Meter	¥	5,000	¥
b. Scaffolding 1 (per subsection C.2.3.2.a)	Square Meter	¥	400	¥
c. Scaffolding 2 (per subsection C.2.3.2.b)	Square Meter	¥	400	¥
d. Estimated Grand Total for Base Year:				¥

B.3.4 FIRST OPTION YEAR PRICES (starting one year after the date stated in the Notice to Proceed and continuing for a period of 12 months).

Description of Services	Unit of Measure	Price per Unit x	*Estimated Quantity =	Total Estimated Price
a. Caulking Work (per subsection C.2.3.1)	Linear Meter	¥	5,000	¥
b. Scaffolding 1 (per subsection C.2.3.2.a)	Square Meter	¥	400	¥
c. Scaffolding 2 (per subsection C.2.3.2.b)	Square Meter	¥	400	¥
d. Estimated Grand Total for First Option Year:				¥

B.3.5 SECOND OPTION YEAR PRICES (starting two years after the date stated in the Notice to Proceed and continuing for a period of 12 months).

Description of Services	Unit of Measure	Price per Unit x	*Estimated Quantity =	Total Estimated Price
a. Caulking Work (per subsection C.2.3.1)	Linear Meter	¥	5,000	¥
b. Scaffolding 1 (per subsection C.2.3.2.a)	Square Meter	¥	400	¥
c. Scaffolding 2 (per subsection C.2.3.2.b)	Square Meter	¥	400	¥
d. Estimated Grand Total for Second Option Year:				¥

*This estimated quantity is for evaluation purposes only.

B.3.6 GRAND TOTAL PRICE FOR BASE YEAR PLUS TWO OPTION YEARS

Base Year Total:	¥
First Option Year Total:	¥
Second Option Year Total:	¥
Grad Total Price for All Years	¥

B.3.7 MINIMUM AND MAXIMUM AMOUNTS

During the Base Year of the contract, and during the option year that might be exercised, the United States Government (USG) shall place orders totaling a minimum of \$30,000. This reflects the contract minimum guarantee for the total three years. The amount of all orders, for base and all option years shall not exceed \$245,000. This reflects the contract maximum.

B.4 ORDERING - The U.S Government shall issue task orders for ordering all services under this contract. Task orders may be issued from the commencement date specified in the Notice to Proceed until the end of the "Period of Performance" (see subsection F.2 PERIOD OF PERFORMANCE). All task orders are subject to the terms and conditions of this contract. This contract shall take precedence in the event of conflict with any task order.

B.4.1 ISSUANCE OF TASK ORDERS - The Contracting Officer may issue task orders verbally but will be confirm them in writing within three working days.

B.4.2 SURVEY OF PROPERTY - Before performing work, the Contractor shall survey the property and verify the work required against the task, to determine if any discrepancies exist. The Contractor shall be responsible for any errors that might have been avoided by such a survey/review. The Contractor shall immediately report any discrepancies to the Contracting Officer's Representative (COR) or the Contracting Officer and shall not begin work until such matters are resolved.

B.4.3 CONTENTS OF TASK ORDERS - The Contracting Officer shall issue task orders for exterior caulking replacement services on an as-needed basis. See Exhibit J-1 - SAMPLE TASK ORDER FORM. Task Orders shall include, but not limited to:

- a. Date of order;
- b. Contract and Task Order numbers;
- c. Location of property;
- d. Amount of work (square meters or linear meters); and
- e. unit price and total amount.

B.4.4 COMPLETION DATE - The Contractor shall complete all services on individual housing units within seven calendar days of receipt of a task order. The time period specified above shall not begin until the Contractor is afforded reasonable access to the work site.

The time period specified above may be shortened if mutually agreed to by the contractor and the U.S. Government.

The completion date is fixed and may be extended only by a written modification signed by the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

C.1.1 GENERAL - The U.S. Government requires a exterior caulking replacement service contractor to perform task orders on U.S. Embassy housing compound in Tokyo, Japan (also known as Mitsui Housing Compound). The Contractor shall furnish managerial, administrative and direct operational personnel to accomplish all work as required.

C.1.2 DESIGNATED REPRESENTATIVE - The Contractor shall designate a representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the U.S. Government. The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.8 WORKING HOURS) and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.3 PERSONNEL - The Contractor shall be responsible for providing a qualified work force capable of providing the services specified in this contract. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and possess the necessary licenses required in their respective trades.

C.2 SCOPE OF SERVICES

C.2.1 GENERAL - The Contractor shall provide all labor, tools, equipment, materials, paints, supervision, and services, unless otherwise specified, to complete the work required herein. All the work and procedures in the contract shall be performed in conformity to the specifications. All local labor standards for occupational safety and health apply to this contract.

C.2.2 SCOPE OF WORK - The Contractor shall perform caulking under black gaskets on the exterior walls of Sirota Gordon/Harris/Perry towers, Temple/Mitsui townhouses, Daly Hall, and gym at the Mitsui Housing Compound.

C.2.3 WORK DESCRIPTION

C.2.3.1 Caulking Work

a. The Contractor shall-

- (1) remove the black neoprene joint gasket on the exterior walls, parapets, and roof edges;
- (2) remove all dirt, loose particles, contaminated coatings, grease, oil from the surfaces; and

(3) repair any torn building rubber sheet behind the gaskets by patching with new rubber sheets; and apply/inject the silicone base caulking against the exposed rubber sheets for protecting from water penetration. Thickness of caulking injected in the gasket frame shall be approximately 8mm in minimum.

b. The Contractor shall restore the black neoprene joint gasket after the caulking is completely dried.

c. The Contractor shall apply water with a water hose on the affected surfaces to confirm the water leak repair.

C.2.3.2 Scaffolding. Scaffolding is required in case of caulking in the high-wall of a building that is unable to reach with a standard ladder. The Contractor shall submit the sketch of scaffolding layout and receive an approval from the COR before putting up scaffolding.

a. Scaffolding 1. A 600x1800mm platform with cross-braced scaffolding which includes the scaffolding materials, truck, transportation (deliver and return) and assembling/disassembling work. The assembled scaffolding must remain at work site until the caulking work in a particular area is substantially completed.

b. Scaffolding 2. A 600x1800mm platform with cross-braced scaffolding which includes the scaffolding materials and the continuous activities of re-assembling and disassembling work by using the scaffoldings that are previously used for another building in the same land site.

C.3 PROTECTION OF WORK AND CLEAN UP

C.3.1 Work Protection. All work, either in progress or in a completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to preclude any accident or damage to adjacent property or personnel, until turned over to and accepted by the U.S. Government.

C.3.2 Cleaning. On completion of caulking work of the exterior surfaces, the Contractor shall thoroughly clean the entire work area in broom-clean conditions prior to turnover to the U.S. Government.

C.3.3 Debris Disposal. The Contractor shall dispose of all debris generated and/or left over from the contracted work outside the Mitsui Housing Compound in accordance with applicable local codes for industrial waste disposal.

C.4 HAZARDOUS MATERIALS

The Contractor shall provide the COR a hazardous material (HM) inventory and material safety data sheets (MSDS) in English before such HM comes to the work site.

C.5 CONTRACTOR'S SUBMITTAL

The Contractor shall submit a safety plan report prior to starting the services.

C.6 GUARANTEE

The Contractor shall guarantee all the work completed under this contract against any defects resulting from the Contractor's performance and/or Contractor furnished materials for the period of one (1) year after final inspection and acceptance of the work by the COR. During the guarantee period of one (1) year, any found defects attributed to the Contractor's responsibilities shall be corrected by the Contractor accordingly at no additional cost to the Government.

C.7 MAJOR REPAIRS

The Contractor shall immediately inform the COR or the Embassy Facility Management Office of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR of a major problem in the residential unit in a system or area that is not being serviced as well. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR. The Contractor shall make efforts to minimize such trouble or damage in systems or areas being serviced until proper corrective action can be taken.

Major and specialized repairs shall be carried out by the Government, independent of this contract.

C.8 CONTRACTOR PERSONNEL

All personnel assigned by the Contractor for the performance of the respective services shall be regular employees of the Contractor, and shall be supervised by the Contractor. There shall be no employer-employee relationship between the Government and the personnel. Subcontractors may only be employed with the express written consent of the Contracting Officer.

C.9 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

- a. Develop and maintain checklists of duties to be carried out,
- b. Ensure these duties are carried out by the supervisory staff and senior employees, and
- c. Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

The Contractor shall provide copies of all inspection reports to the COR.

The Contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The Contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the Contractor.

C.10 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all 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 corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

SECTION D - PACKAGING AND MARKING

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

Mitsui Housing Compound
Attn: Facility Management Office/Sirota Gordon Tower
2-1-1 Roppongi
Minato-ku, Tokyo 106-0032
Japan

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE
INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.246-4	INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)
52.246-26	REPORTING NONFORMING ITEMS (JUN 2020)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSE(S) IS/ARE
INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)
52.242-15	STOP-WORK ORDER (AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)
<u>52.211-12</u>	<u>LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)</u>

(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 \$500.00 for each calendar day of delay until the work is completed or accepted.

(b) If the U.S. 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 Termination clause.
(End of clause)

F.2 PERIOD OF PERFORMANCE

The performance period of this contract is from the start date in Notice to Proceed and continuing for 12 months, with two one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

F.3 DELIVERABLES

The Contractor shall deliver the following items:

<u>Description</u>	<u>QTY</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
C.2.3.2 Sketch of Scaffolding Layout	1	Before put up scaffolding	COR
C.5 and H.10.1 Safety Plan	1	Prior to starting the services	COR
C.10 Inspection Reports	1	As required	COR
H.4.3 Insurance/Licenses & Permits	1	10 days after award	CO
H.12.2 Biographies of Personnel	1	10 days after award	COR

F.4 RESERVED

F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding on the Contractor. The completion date is fixed and may be extended only by a written modification to the task order signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) 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.

F.6 NOTICE OF DELAY

The Contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification 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 following the first occurrence of event giving rise to the delay or prospective delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

F.7 NOTICE TO PROCEED

(a) Following receipt from the Contractor of acceptable bonds or evidence of insurance within the time specified in SECTION H of this contract, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor shall then begin work.

(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.

F.8 WORKING HOURS

Unless otherwise specified by the COR, the Contractor shall perform all work during the hours between 08:30 and 17:30, on Monday through Friday, except for the U.S. and Japanese holidays observed by the U.S. Embassy Tokyo. The Contracting Officer may approve other hours. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform furthermore

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

F.10 POST AWARD CONFERENCE

The U.S. Government will hold a post award conference 10 days after contract award at Facility Management Office in Sirota Gordon Tower, located at the Mitsui Housing Compound, 2-1-1 Roppongi, Minato-ku, Tokyo to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DOSAR 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

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

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

G.1.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract.

G.2 PAYMENT

G.2.1 GENERAL - The Contractor shall follow Section I, FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following subsections elaborate upon the information contained in that clause.

G.2.2 DETAIL OF PAYMENT REQUESTS - The Contractor's requests for payment, which shall be made no more frequently than monthly shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

G.2.3 PAYMENTS TO SUBCONTRACTORS - The Contractor shall make timely payment from the proceeds of the progress or final payment to subcontractors and suppliers following the Contractor's contractual arrangements with them.

G.2.4 EVALUATION BY THE CONTRACTING OFFICER - The Contracting Officer shall make a determination as to the amount that is due after an inspection of the work. The Contracting Officer shall advise the Contractor if the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5.

G.2.5 ADDITIONAL WITHHOLDING - Independently of monies retained by the Government under FAR 52.232-5 the Government may withhold from payments due the Contractor any amounts necessary to cover:

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and
- (d) Any other amounts that the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and costs for failure to make adequate progress.

G.2.6 PAYMENT - In accordance with 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is changed to 30 days.

G.2.7 The Contractor shall send invoices to the office identified in Block 27 of the SF-1442, or the Contractor may submit invoices electronically to TokyoInvoices@state.gov.

G.3 RECORDKEEPING REQUIREMENTS

The Contractor and the COR shall both maintain a complete and accurate management file. The file shall contain, as a minimum, the following items:

- (a) The U.S. Government's copies of all task orders issued under this contract, and all inspection reports completed by the COR (OF-127). These forms will be supplied to advise the Contractor of service requests and to document the performance of all work.
- (b) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service, and all information on parts installed for major repairs only.
- (c) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ISSUANCE OF VERBAL TASK ORDERS

The Contracting Officer may issue verbal task orders, as stated in subsection B.4.1. Any verbal task orders issued shall be confirmed in writing within three working days when the U.S. Mission is open for business. U.S. or local holidays observed by the U.S. Mission and natural disasters or other emergencies that result in a suspension of normal operations shall not be counted against the three-day period. In all cases, the Contractor must begin work after receipt of a verbal order, without waiting for written confirmation.

H.2 ORDERING OFFICIAL

The designated ordering individual for this contract is the Contracting Officer.

H.3 RESERVED

H.4 INSURANCE

H.4.1 AMOUNT OF INSURANCE - The Contractor is required to provide whatever insurance is legally necessary under SECTION I, FAR 52.228-5, "Insurance - Work on a Government Installation." 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)

General Liability	
(1) Bodily injury on or off the site in Japanese Yen:	
Per Occurrence	¥30,000,000
Cumulative	¥90,000,000
(2) Property damage on or off the site in Japanese Yen:	
Per Occurrence	¥3,000,000
Cumulative	¥9,000,000

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

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

(1) any property of the Contractor,
(2) its officers,
(3) agents,
(4) servants,
(5) employees, or
(6) any other person,
arising from and incident to the Contractor's performance of this contract.

d. The Contractor shall hold harmless and indemnify the U.S. Government from any and all claims arising, except in the instance of gross negligence on the part of the Government.

e. 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.

H.4.2 GOVERNMENT AS ADDITIONAL INSURED - The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State," as an additional insured with respect to operations performed under this contract.

H.4.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE - The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the U.S. Government.

H.5 GOVERNING LAW

The laws of the United States shall govern the contract and the interpretation of the contract.

H.6 RESERVED

H.7 LAWS AND REGULATIONS

H.7.1 COMPLIANCE REQUIRED - The Contractor shall, without additional expense to the Government, be responsible for complying with all host country laws, codes, ordinances, and regulations applicable to the performance of the work, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless directed by the Contracting Officer, the Contractor shall comply with the more stringent of:

- (a) the requirements of such laws, regulations and orders; or
- (b) the contract.

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

H.7.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS - The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

H.7.3 SUBCONTRACTORS - 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 required licenses and permits.

H.7.4 EVIDENCE OF COMPLIANCE - The Contractor shall submit proper documentation and evidence of compliance with this clause to the Contracting Officer.

H.8 RESPONSIBILITY OF CONTRACTOR

H.8.1 DAMAGE TO PERSONS OR PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.8.2 RESPONSIBILITY FOR WORK PERFORMED

The Contractor shall be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work that may have been accepted in writing under the contract.

H.9 MAINTENANCE OPERATIONS

H.9.1 OPERATIONS AND STORAGE AREAS

(a) Confinement to Authorized Areas. The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer.

(b) Vehicular Access. The Contractor shall use only established site entrances and roadways.

H.9.2 USE OF PREMISES

(a) Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises. The Contractor shall perform the work required under this contract without unreasonably interrupting or interfering with the conduct of Government business.

(b) Requests from Occupants. The Contractor shall refer to the Contracting Officer any request received by the Contractor from occupants of existing buildings to change the sequence of work.

(c) Access Limited. The Contractor, its subcontractors and their employees shall not have access to or be admitted into any building or portion of the site outside the areas designated in this contract except with the permission of the Contracting Officer.

H.10 SAFETY

H.10.1 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).
(End of clause)

H.11 SUBCONTRACTORS AND SUPPLIERS

H.11.1 CLAIMS AND ENCUMBRANCES - The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

- (a) subcontractors,
- (b) material men and laborers, for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

The Contractor shall not at any time permit any lien, attachment, or other encumbrance to be entered against or to remain on the building(s) or the premises as a result of nonperformance of any part of this contract.

H.11.2 APPROVAL OF SUBCONTRACTORS

- (a) Review and Approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.
- (b) Rejection of Subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation

in the project may cause damage to the national security interests of the United States. The Contractor agrees to promptly replace any subcontractor rejected by the U.S. Government under this clause.

H.12 CONTRACTER PERSONNEL

H.12.1 REMOVAL OF PERSONNEL

a. The Contractor shall:

(a) maintain discipline at the site and at all times;

(b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and

(c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

b. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer determines:

(a) incompetent,

(b) careless,

(c) insubordinate or

(d) otherwise objectionable, or

(e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

H.12.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer's Representative (COR) a list of workers and supervisors assigned to this project along with a completed Regional Security Office Tokyo Security Form (see Exhibit J-2 REGIONAL SECURITY OFFICE (RSO) TOKYO SECURITY FORM) for the U.S. Government to conduct security checks. It is anticipated that security checks will take 30 days to perform.

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the U.S. Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. The Government may revoke this badge at any time due to the falsification of data, or misconduct on site.

H.13 MATERIALS AND EQUIPMENT

H.13.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. 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 as determined by the Contracting Officer.

(b) Selection by Contractor. Where the contract permits the Contractor to select products, materials or equipment to be incorporated into the work, or where specific approval is otherwise required by the contract, the Contractor shall give the Contracting Officer, for approval:

- (1) The names of the manufacturer;
- (2) Model number;
- (3) Source of procurement of each such product, material or equipment; and
- (4) Other pertinent information concerning the:
 - (i) Nature,
 - (ii) Appearance,
 - (iii) Dimensions,
 - (iv) Performance,
 - (v) Capacity, and
 - (vi) Rating

unless otherwise required by the Contracting Officer.

The Contractor shall provide this information in a timely manner to permit the Government to evaluate the information against the requirements of the contract. The Contractor shall provide a submittal register ten (10) days after contract award showing when shop drawings, samples, or submittals shall be made. The Contractor shall submit samples for approval at the contractor's expense, with all shipping charges prepaid, when directed to do so by the Contracting Officer or COR. Installation or use of any products, materials or equipment without the required approval shall be at the risk of rejection.

H.13.2 CUSTODY OF MATERIALS - The Contractor shall be responsible for the custody of all materials received for incorporation into the project, including Government furnished materials, upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. The Contractor shall deliver all items to the site as soon as practicable. The Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but that have not been delivered or secured at

the site. The Contractor shall clearly indicate the use of such items for this U.S. Government project.

H.14 SURPLUS MATERIALS - Any surplus materials, fixtures, articles or equipment remaining at the completion of the project shall become the property of the Contractor, except those items furnished by the Government, whose cost is not included in the contract price.

H.15 SPECIAL WARRANTIES

H.15.1 SPECIAL WARRANTY OBLIGATIONS

Any special warranties that may be required under the contract shall be subject to the terms of FAR 52.246-21, "Warranty of Construction," unless they conflict with the terms of such special warranties.

H.15.2 WARRANTY INFORMATION

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

H.16 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

The Contracting Officer shall have the right to order the Contractor to suspend any or all work under the contract until the Contractor has complied or begun complying with the noncompliance notice in a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to suspend work for such a cause. See FAR 52.242-14, Suspension of Work.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS (JUN 2020)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) ALTERNATE I (FEB 1997)
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-5 TRADE AGREEMENTS (OCT 2019)

- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-4 WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 2021)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACT (MAY 2014)
- 52.232-32 PERFORMANCE BASED PAYMENTS (APR 2012)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATIONS 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 (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)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) ALTERNATE II (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL
SERVICES (JAN 2022)
- 52.245-1 GOVERNMENT PROPERTY (SEP 2021)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR
2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-1 VALUE ENGINEERING (JUN 2020)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)
(SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 Federal Acquisition Regulation (FAR) Clauses Provided in Full Text

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

FAR 52.203-08 CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.
(End of clause)

I.3 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the

individuals or activities designated in the Schedule. Such orders may be issued from the date specified in Notice to Proceed through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when -

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either -

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$245,000;

(2) Any order for a combination of items in excess of \$245,000; or

(3) A series of orders from the same ordering office within three working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three working days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5. FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Deliver-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

I.8 RESERVED

I.9 RESERVED

I.10 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), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

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

- (f) Taxes imposed under 26 U.S.C. 5000C may not be-
- (1) Included in the contract price; nor
 - (2) Reimbursed.

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

I.11 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

I.12 CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- (1) use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) clearly identify themselves and their contractor affiliation in meetings;
- (3) identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and

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

I.13 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> .
(End of clause)

I.14 DOSAR 652.215-70 EXAMINATION OF RECORDS

(a) With respect to matters related to this contract or a subcontract hereunder, the Department of State Office of the Inspector General, or an authorized representative, shall have upon request:

(1) Complete, prompt, and free access to all Contractor and Subcontractor files (in any format), documents, records, data, premises, and employees, except as limited by law; and

(2) The right to interview any current Contractor and Subcontractor personnel, individually and directly, with respect to such matters.

(b) This clause may not be construed to require the contractor or any subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The Contractor shall insert a clause containing all the terms of this clause, including this [paragraph \(c\)](#), in all subcontracts under this contract other than acquisitions described in Federal Acquisition Regulation 15.209(b)(1).

I.15 DOSAR 652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

I.16 DOSAR 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual

services within that country, as may be defined by such regulations.
(End of clause)

I.17 DOSAR 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD
(AUG 1999)

(a) The Contractor warrants the following:

- (1) that it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) that it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

I.18 DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days* as holidays:
(Note: Due to changes in observance of Japanese holidays each year, the holidays listed below are for reference only.)

U.S. Federal Holidays;

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

Japanese National Holidays;

1st January (New Year's Day or Ganjitsu) **
2nd Monday in January (Adult's Day or Seijin-no-hi)
11th February (National Foundation Day or Kenkoku Kinen-no-hi)
23rd February (Emperor's Birthday or Tennou Tanjou-bi)
21st March (Spring Vernal Equinox Day or Shunbun-no-hi)
29th April (Showa-no-hi),
3rd May (Constitution Day or Kenpou Kinen-bi)
4th May (Greenery Day or Midori-no-hi)
5th May (Children's Day or Kodomo-no-hi)

3rd Monday in July (Marine Day or Umi-no-hi)
11th August (Mountain Day or Yama-no-hi)
3rd Monday in September (Respect for the Aged Day or Keirou-no-hi)
23rd September (Autumn Vernal equinox Day or Shuubun-no-hi)
2nd Monday in October (Health Sports Day or Taiiku-no-hi) **
3rd November (Culture Day or Bunka-no-hi),
23rd November (Labor Thanksgiving Day or Kinrou Kanshya-no-hi)

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

** Day that holiday overlaps in both countries.

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

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

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

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

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

normally charged indirectly in accordance with the Contractor's accounting policy.
(End of clause)

I.19 DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) that it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) that it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

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

I.20 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.
(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Exhibit J-1 - SAMPLE TASK ORDER FORM

Exhibit J-2 - REGIONAL SECURITY OFFICE (RSO) TOKYO SECURITY FORM

SECTION K - REPRESENTATIONS, CERTIFICATIONS,
AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

(a) Definitions. As used in this provision - "Lobbying contact" has the meaning provided at 2 USC 1602(8). The terms "agency", "influencing or attempting to influence", "officer or employee of an agency", "person", "reasonable compensation", and "regularly employed" are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$250,000, for each failure.

K.3 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 (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(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 _____

(End of provision)

K.4 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 238390
- (2) The small business size standard is 38,500,000 MILLION DOLLARS.
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
- (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (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 \$92,319, the provision with its Alternate II applies.
- (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

- ___ (i) [52.204-17](#), Ownership or Control of Offeror.
- ___ (ii) [52.204-20](#), Predecessor of Offeror.
- ___ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ___ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Certification.
- ___ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).
- ___ (vii) [52.227-6](#), Royalty Information.
 - ___ (A) Basic.
 - ___ (B) Alternate I.
- ___ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause # Title Date Change

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

K.5 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b) *Prohibition.*

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

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

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

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

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

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

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

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

(ii) For covered services—

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

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

(End of provision)

K.6 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. (End of provision)

K.7 RESERVED

K.8 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. (End of provision)

K.9 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (AUG 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision;

(D) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

(v) The Offeror ___ has, ___ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.10 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (FEB 2021)

(a) This provision does not apply to acquisitions at or 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.

(End of provision)

K.11 FAR 52.225-18 PLACE OF MANUFACTURE (AUG 2018)

As prescribed in [25.1101](#) (f), insert the following solicitation provision:
Place of Manufacture (Aug 2018)

(a) *Definitions.* As used in this provision-
Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

(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.

(End of provision)

K.12 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: _____
Address: _____
Telephone No.: _____ Fax No.: _____

K.13 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. (End of provision)

K.14 DOSAR 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) *Certification.* By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

K.15 RESERVED

K.16 FAR 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

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

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

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

- (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
- (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

(1) It ___is ___is not a foreign person; and

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

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

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

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

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

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This

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

K.17 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (JUN 2020)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION 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 (AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)

52.215-1 INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION (JAN 2017)

52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION (OCT 1997)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery indefinite-quantity contract resulting from this solicitation.
(End of provision)

FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer at the U.S. Embassy in Tokyo, Japan.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

L.3 REVIEW OF DOCUMENTS

Each Quoter is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Quoters shall report any ambiguity in the solicitation, including specifications and contract drawings immediately to the Contracting Officer. Any prospective Quoter who requires a clarification, explanation or interpretation of the contract requirements shall make a request to the Contracting Officer not less than five working days before the closing date of the solicitation. Quoters may rely ONLY on written interpretations by the Contracting Officer.

L.4 SUBMISSION OF QUOTATIONS

L.4.1 GENERAL - This solicitation is for the performance of the exterior caulking replacement services described in SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT, and the Attachments and Exhibits that are a part of this solicitation.

L.4.2 SUMMARY OF INSTRUCTIONS - Each quotation must consist of the following physically separate volumes:

<u>Volume</u>	<u>Title</u>	<u>No. of Copy</u>
1	Executed Standard Form 1442, "Solicitation, Offer, and Award (Construction, Alteration, or Repair)"	1
2	Completed SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS. All prices are in Japanese Yen	1
3	Completed SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	1
4	Proof of SAM Registration	1

Quotations are due by **12:00 noon, Friday, February 24, 2023 (JST)**. No quotations will be accepted after this date/time. Quotations must be in English and incomplete quotations will not be accepted.

Your quotation must be submitted electronically to Ayaka Ogawara via email to OgawaraAX@state.gov. The e-mail size must not exceed 15MB. If the e-mail size should exceed the 15MB, the submission must be made in separate e-mails less than 15MB each.

After submission of quotation, quoters shall contact Ayaka Ogawara by phone (Mobile: 090-1110-9327 or Office: 03-3224-5208) or email to confirm the receipt of quotation.

Quoters shall identify, explain and justify any deviations, exceptions, or conditional assumptions taken regarding any of the instructions or requirements of this solicitation.

L.4.3 DETAILED INSTRUCTIONS

Volume 1: Volume 1 consists of completion of blocks 14 thru 20C of the Standard Form (SF) 1442.

Volume 2: Volume 2 consists of completion of subsections B.3.3 thru B.3.6 under SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.

Volume 3: Volume 3 consists of completion of all portions of SECTION K that are applicable.

Volume 4: Volume 4 consists of proof of SAM registration (either "Active or "ID Assigned" Status).

L.5 FAR 52.236-27 SITE VISIT (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 solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled on **Wednesday, January 25, 2023, from 1:00 p.m. to on/about 2:30 p.m. (Japan Standard Time)**.

(c) Participants will meet at Sirota Gordon Gate (previously known as Grew Gate) of the U.S. Embassy housing compound locating at 2-1-1 Roppongi, Minato-ku, Tokyo 106-0032.

L.6 PRE-QUOTATION CONFERENCE

A pre-quotation conference to discuss the requirements of this solicitation will be held on **Wednesday, January 25, 2023, from 1:00 p.m. to on/about 2:30 p.m. (Japan Standard Time)** at the Mitsui Housing Compound.

Quoters are urged to submit written questions using the address provided on the solicitation cover page of this solicitation.

Attendees should bring written questions to the conference as well. As time permits and after the Embassy discusses the solicitation and written questions are answered, verbal questions may be taken.

L.7 DOSAR 652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at Tel: 03-3224-5585 or Fax: 03-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.
(End of provision)

L.8 MAGNITUDE OF CONSTRUCTION PROJECT

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

L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the quoter shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past three years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The U.S. Government will use this information to determine the quoter's financial responsibility and ability to perform under the contract. Failure of a quoter to comply with a request for this information may cause the U.S. Government to determine the quoter to be nonresponsible.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF QUOTATIONS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, quotations must be prepared following SECTION L and must meet all the requirements in the other sections of this solicitation.

M.1.2 BASIS FOR AWARD

The U.S. Government intends to award a contract resulting from this solicitation to the lowest priced quoter who is a responsible contractor. The evaluation process will follow the procedures below:

(a) Initial Evaluation - The U.S. Government will evaluate all quotations received to ensure that each quotation is complete in terms of submission of each required volume, as specified in SECTION L. The U.S. Government may eliminate quotations that are missing a significant amount of the required information.

(b) Price Evaluation - The lowest price will be determined by the quoted grand total price in subsection B.3.6 GRAND TOTAL PRICE FOR BASE YEAR PLUS TWO OPTION YEARS. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price. Unsuccessful quoters will be notified in accordance with FAR 15.503.

(c) Although the award is to be made to the lowest priced quoter, 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 quoter is a responsible contractor. Failure of a quoter to comply with a request for this information may cause the U.S. Government to determine the quoter to be non-responsible.

(d) Responsibility Determination - The U.S. Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

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

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

(3) Satisfactory record of integrity and business ethics;

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

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

(6) Otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.1.3 AWARD SELECTION

The U.S. Government will review the prices of all acceptable firms and the award selection will go to the lowest priced, responsible quoter. As described in FAR 52.215-1, incorporated by reference in Section L, the U.S. Government may award based on initial quotations, without discussions.

M.2 FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

(End of provision)

M.3 QUANTITIES FOR EVALUATION

For the purpose of evaluation, and for no other purpose, evaluation of prices submitted will be made on the basis that the Government will require the quantities shown in Section B of this solicitation.

M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the U.S. Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

Exhibit J-1 - Sample Task Order Form

ORDER FOR SUPPLIES OR SERVICES					PAGE	OF	PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.					1			
1. DATE OF ORDER (to be determined)		2. CONTRACT NO. (If any) (to be determined)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE U.S. Embassy				
5. ISSUING OFFICE (Address correspondence to) U.S. Embassy				b. STREET ADDRESS 1-10-5 Akasaka				
7. TO:				c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-8420	
				f. SHIP VIA				
a. NAME OF CONTRACTOR (to be determined)				8. TYPE OF ORDER				
b. COMPANY NAME				[] a. PURCHASE REF YOUR: _____ Please furnish the following on the terms And conditions specified on both sides of This order and on the attached sheet, if Any, including delivery as indicated.		[] b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
c. STREET ADDRESS								
d. CITY		e. STATE	f. ZIP CODE					
9. ACCOUNTING AND APPROPRIATION DATA Funds will be obligated at the time an order is placed.				10. REQUISITIONING OFFICE Facility Management Office				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED								
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO. n/a		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Indefinite		16. DISCOUNT TERMS Net 30		
13. PLACE OF								
a. INSPECTION See Block 6.		b. ACCEPTANCE See Block 6.						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Task Order Pursuant to the authority of FAR 52.216-18 Ordering, the Contractor shall perform exterior caulking replacement services for the following location(s) in accordance with terms and conditions of the contract, effective the start of performance through the completion and final acceptance of the work: (to be determined)							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Financial Management Officer						17(i) GRAND TOTAL	
	b. STREET ADDRESS (or P.O. Box) 1-10-5 Akasaka							
c. CITY Minato-ku, Tokyo		d. STATE	e. ZIP CODE 107-8420					
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Name of Contracting Officer) TITLE: CONTRACTING/ORDERING OFFICER				



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			
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single 独身	Married 婚姻	Widowed 寡婦/夫	Divorced 離婚

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

7. Permanent

Address

本籍地

8. Present Address

現住所

〒

9. TEL :

CELL:

EMAIL:

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

Duration 期間

Address 住所

(例'98年4月~'00年9月

〒107-0051 東京都港区赤坂1-10-5)

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 名前	Relationship 関係	DOB 生年月日	Nationality 国籍	Occupation (Detailed) 職業(具体的に)	Residence(City,Country) 居住地(町, 国)
	父 (Father)				
	母 (Mother)				

14. Three References residing in Japan: **Do not include family or relatives.**
 (日本在住の参考人3名、住所と電話番号。家族及び親戚を除く。)

Name / 名前	Address / 住所
勤務先, 就学先名	郵便番号 Telephone/ 電話番号
	〒
	〒
	〒

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

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

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

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

19. Use this space for detailed answers. Number answers to correspond with the questions. Use extra blank pages, if necessary.

空欄を使用し、設問の番号と共に回答の詳細を記入してください。必要であれば空白のページを追加して下さい。

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

Signature (署名)

Date (日付)