



**Embassy of the United States of America**

**Tokyo, Japan**

March 22, 2023

Dear Prospective Quoters:

Subject: Request for Quotations (RFQ) Number 19JA8023Q0019  
Air-Conditioning (A/C) Unit Replacement Services for  
the North and South Wings at the U.S. Consulate General Sapporo

Enclosed is a Request for Quotations (RFQ) for air-conditioning (A/C) unit replacement services for the North and South Wings at the U.S. Consulate General in Sapporo, Japan. If you would like to submit quotation, follow the instructions in Section 3 of the RFQ, complete the required portions of the attached document, and submit it to the email address shown in paragraph 3. Quotations of this Cover Letter.

The U.S. Government intends to award a Purchase Order to the responsible company submitting an acceptable quote at the lowest price. The U.S. Embassy Tokyo intends to award the Purchase Order 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: **Thursday, April 20, 2023**  
Time: **from 3:00 p.m. to on/about 5:00 p.m.** (Japan Standard Time)  
Location: U.S. Consulate General Sapporo  
3-1, Kita 1-jo Nishi 28-chome,  
Chuo-ku, Sapporo, 064-0821 Japan

Note: The U.S. Consulate General Sapporo does not provide parking spaces at the Consulate General. All participants must arrange their own parking.

(b) Prospective quoters shall contact Ayaka Ogawara via email at [OgawaraAX@state.gov](mailto:OgawaraAX@state.gov) by **12:00 noon, Monday, April 17, 2023 (JST)** and submit individual name(s), company name/address, telephone/fax numbers, and email address to arrange entry to the Consulate buildings.

**NOTE: No entry request will be accepted after the specified time/date, regardless of whether or not the participant(s) hold(s) Embassy issued ID badge.**

(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 Consulate buildings.

(d) Bringing laptop PCs, electronic measuring equipment, cameras, and any kinds of electronic device into the Consulate building is prohibited. Therefore, **do NOT bring them** as the Consulate guards are not allowed to hold them on your behalf.

(e) Photography is NOT ALLOWED. The Consulate will provide approved photos via our website if requested. The photos will be available to all interested parties.

2. Questions:

Following the conference, quoters may submit questions (in English) regarding this RFQ by **12:00 noon, Tuesday, April 25, 2023 (JST)** via email to [OgawaraAX@state.gov](mailto: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.

**NOTE: No questions will be accepted after the specified date/time.**

3. Quotations:

Quotations are due by **12:00 noon, Tuesday, May 16, 2023 (JST)**. **No quotations will be accepted after the specified 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](mailto: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) 18;
- (2) Subsection 1.1.2 Pricing;
- (3) Specifications and Estimate Time of Delivery;
- (4) Representations and Certifications; and
- (5) Proof of SAM Registration (either "Active Registration" 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.

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the request for quotations process.

Sincerely,



Charles F. Hughes  
Contracting Officer

Enclosure:

Request for Quotations No. 19JA8023Q0019

1. REQUEST NO. 19JA8023Q0019	2. DATE ISSUED March 22, 2023	3. REQUISITION/PURCHASE REQUEST NO. PR11473546/PR11513121	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5A. ISSUED BY  Procurement/Contracting Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)		7. DELIVERY <b>X</b> FOB DESTINATION OTHER (See Schedule)		
NAME Ayaka Ogawara	TELEPHONE NUMBER			
	AREA CODE +81			NUMBER 3-3224-5208

8. TO:		9. DESTINATION	
a. NAME	b. COMPANY	a. NAME OF CONSIGNEE U.S. Embassy	

c. STREET ADDRESS	b. STREET ADDRESS 1-10-5 Akasaka, Minato-ku
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d. CITY	e. STATE	f. ZIP CODE	c. CITY Tokyo	
			d. STATE	e. ZIP CODE 107-8420

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: <b>Tuesday, May 16, 2023;</b> <b>12:00 noon (JST)</b>	<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter
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**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>1</b>	Air-conditioning (A/C) unit replacement services for the North and South Wings at the U.S. Consulate General in Sapporo, Japan, in accordance with subsection 1.2 Schedule of Supplies/Services.  This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.				(See subsection 1.1.2 Pricing under Section 1: The Schedule)
12 DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS
					NUMBER      %

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

13 NAME AND ADDRESS OF QUOTER a. NAME and ADDRESS OF QUOTER (COMPANY)  Unique Entity Identifier:			14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	15 DATE OF QUOTATION
c. COUNTY			16. SIGNER a. NAME (Type or print)	b. TELEPHONE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)	AREA CODE
				NUMBER

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## Section 1: The Schedule

### 1.1 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA8023Q0019, Block 11(f), Amount

#### 1.1.1 Statement of Work

The purpose of this firm fixed price purchase order is for the Contractor to perform air-conditioning (A/C) unit replacement services for the North and South Wings at the U.S. Consulate General in Sapporo, Japan, in accordance with terms and conditions set forth herein.

#### 1.1.2 Pricing

The Contractor shall complete all work, including furnishing all labor, materials, engineering, transportation, tools, equipment, permits and services required under this purchase order for the following firm fixed price. This price shall include, but not limited to, all labor, materials, overhead, and profit.

All prices are in Japanese Yen and the U.S. Government will make payments in Japanese Yen.

Air-Conditioning (A/C) Unit Replacement Services

**Grand Total: ¥** \_\_\_\_\_

1.1.3 The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. For non-Designated Stores, please visit the following link for registration:

[https://www.mofa.go.jp/mofaj/ms/po/page22\\_003420.html](https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html) (Japanese)  
[https://www.mofa.go.jp/ms/po/page22e\\_000946.html](https://www.mofa.go.jp/ms/po/page22e_000946.html) (English)

### 1.2 Continuation to SF-18, Request for Quotations (RFQ) Number 19JA8023Q0019, Block 11(b), Schedule of Supplies/Services

#### 1.2.1 Statement of Work

The character and scope of the work are set forth in the contract. The Statement of Work is set forth in Attachment A and the Drawing and Catalog Cut is set forth in Attachment B.

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

## Section 2: Contract Clauses

### 2.1 Contract Clauses

FAR 52.212-4 Contract Terms and Conditions - Commercial Items (Nov 2021) is incorporated by reference (see SF-18, Block 11(b)).

"None"

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes Or Executive Orders—Commercial Products and Commercial Services (Dec 2022)

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

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ( [19 U.S.C. 3805 note](#))).

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

- \_\_\_ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (Nov 2021) ( [41 U.S.C. 4704](#) and [10 U.S.C. 4655](#)).
- \_\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).
- \_\_\_ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

- (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- (5) [Reserved].
- (6) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ([31 U.S.C. 6101 note](#)).
- (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- (10) [Reserved].
- (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- (12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (13) [Reserved]
- (14)
- (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-6](#).
- (15)
- (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (MAR 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\) \(2\)](#) and (3)).
- (17)
- (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\) \(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (JUN 2020) of [52.219-9](#).
- (v) Alternate IV (SEP 2021) of [52.219-9](#).
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- (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\) \(4\) \(F\) \(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- (22)
- (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\) \(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).

- (23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(m\)](#) ).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ( [15 U.S.C. 637\(m\)](#) ).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ( [15 U.S.C. 644\(r\)](#) ).
- (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ( [15U.S.C. 637\(a\)\(17\)](#) ).
- (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (30)
  - (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
  - (ii) Alternate I (FEB 1999) of [52.222-26](#).
- (31)
  - (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#) ).
  - (ii) Alternate I (JUL 2014) of [52.222-35](#).
- (32)
  - (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#) ).
  - (ii) Alternate I (JUL 2014) of [52.222-36](#).
- (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#) ).
- (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
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  - (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627 ).
  - (ii) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78](#) and E.O. 13627 ).
- (36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).)
- (37)
  - (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#) ). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - (ii) Alternate I (MAY 2008) of [52.223-9](#) ( [42 U.S.C. 6962\(i\)\(2\)\(C\)](#) ). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40)



- (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of [52.223-13](#).
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- (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)).
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- (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of [52.223-16](#).
- (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).
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- (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (JAN 2017) of [52.224-3](#).
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- (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 83](#)).
- (ii) Alternate I (OCT 2022) of [52.225-1](#).
- (49)
- (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ( [19 U.S.C. 3301 note](#), [19 U.S.C. 2112 note](#), [19 U.S.C. 3805 note](#), [19 U.S.C. 4001 note](#), 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- (ii) Alternate I [Reserved].
- (iii) Alternate II (DEC 2022) of [52.225-3](#).
- (iv) Alternate III (JAN 2021) of [52.225-3](#).
- (v) Alternate IV (Oct 2022) of [52.225-3](#).
- (50) [52.225-5](#), Trade Agreements (DEC 2022) ( [19 U.S.C. 2501](#), et seq., [19 U.S.C. 3301](#) note).
- (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( [42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( [42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

- \_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( [41 U.S.C. 4505](#), [10 U.S.C. 3805](#) ).
- X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( [31 U.S.C. 3332](#) ).
- \_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( [31 U.S.C. 3332](#) ).
- \_\_\_ (60) [52.232-36](#), Payment by Third Party (MAY 2014) ( [31 U.S.C. 3332](#) ).
- \_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ( [5 U.S.C. 552a](#) ).
- \_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ( [15 U.S.C. 637\(d\)\(13\)](#) ).
- \_\_\_ (63)
  - \_\_\_ (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#) ).
  - \_\_\_ (ii) Alternate I (APR 2003) of [52.247-64](#).
  - \_\_\_ (iii) Alternate II (Nov 2021) of [52.247-64](#).

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

- \_\_\_ (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#) ).
- \_\_\_ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#) ).
- \_\_\_ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ( [29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#) ).
- \_\_\_ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( [29U.S.C.206](#) and [41 U.S.C. chapter 67](#) ).
- \_\_\_ (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#) ).
- \_\_\_ (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#) ).
- \_\_\_ (7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- \_\_\_ (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- \_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#) ).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the

date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e)

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#) ).

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

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of

subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)).
- (xiii)
  - (A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).
  - (B) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#)).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)
  - (A) [52.224-3](#), Privacy Training (Jan 2017) ( [5 U.S.C. 552a](#)).
  - (B) Alternate I (JAN 2017) of [52.224-3](#).
- (xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

*Alternate I* (FEB 2000). As prescribed in [12.301](#)(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

*Alternate II* (DEC 2022). As prescribed in [12.301](#)(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 ( [5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#)).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022)

([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702](#)(a) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(F) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

- (G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).
- (H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#) ).
- (I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#) ).
- (J) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#) ).
- (L)
- \_\_\_\_ (1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627 ).
- \_\_\_\_ (2) Alternate I (MAR 2015) of [52.222-50](#) ( [22 U.S.C. chapter 78 and E.O. 13627](#) ).
- (M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( [41 U.S.C. chapter 67](#) ).
- (N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ( [41 U.S.C. chapter 67](#) ).
- (O) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).
- (P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (R) (1) [52.224-3](#), Privacy Training (JAN 2017) ( [5 U.S.C. 552a](#) ).
- (2) Alternate I (JAN 2017) of [52.224-3](#).
- (S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ( [42 U.S.C. 1792](#) ). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#) ). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

Add the following clause in full text:

FAR 52.229-12 Tax on Certain Foreign Procurements (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](http://www.irs.gov/w14).

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

- (i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and
- (ii) Comply with paragraph (c)(1) of this clause.

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

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

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

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

(End of clause)



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

THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) CLAUSES ARE PROVIDED IN FULL TEXT:

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>

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

THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 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)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

THE FOLLOWING FAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

FAR 52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (AUGUST 2012)  
(DEVIATION)

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

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional **SAM** records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the **SAM** database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor's CAGE code is in the SAM database; and
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

- (1) Data collected from prospective federal awardees required for the conduct of business with the Government;

- (2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and
- (3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations , or by the Government Accountability Office.

(b)

- (1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.
- (3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should

consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the **SAM** database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the **SAM** database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the **SAM** database to ensure it is current, accurate and complete. Updating information in the **SAM** does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the **SAM** database;

(B) Comply with the requirements of subpart 42.12 of the FAR;

and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <http://www.acquisition.gov/> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

THE FOLLOWING DOSAR CLAUSE(S) IS/ARE PROVIDED IN FULL TEXT:

DOSAR 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm> .

(End of clause)

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).

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)

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.

DOSAR 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS  
WITHIN THE UNITED STATES (JUL 1988)

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

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

DOSAR 652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

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

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

Attn: Financial Management Center  
U.S. Embassy Tokyo  
(Invoice for PO# (to be determined))

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

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

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



DOSAR 652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

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

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

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

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

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include

fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records.* The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

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

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

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

DOSAR 652.242-70 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 Facilities and Information Administrator at the U.S. Consulate General in Sapporo, Japan.

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

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

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

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

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

### Section 3: Solicitation Provisions

#### 3.1. Solicitation Provisions

FAR 52.212-1, Instructions to Offerors - Commercial Items (SEP 2021), is incorporated by reference. (see SF-18, Block (b))

Addendum to FAR 52.212-1: none

#### 3.2 Summary of Instructions

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

(a) Volume 1 - Standard Form 18 (SF-18).

Volume 1 consists of completion of blocks 13, 14, 15, and 16 (page 1) of the RFQ.

(b) Volume 2 - Price.

Volume 2 consists of Subsection 1.1.2 Pricing (page 3) of the RFQ. All prices are in Japanese Yen.

Submission of price breakdown is not mandatory, however, if the quoter decides to submit the price breakdown, the work stated under the Attachment A - Statement of Work of this RFQ shall supersede.

(c) Volume 3 - Specifications and Estimate Time of Delivery.

Volume 3 consists of technical specifications and information of the Contractor-furnished multi-split heat pump system stated in Attachment A of this RFQ and its estimated time of delivery.

(d) Volume 4 - Representations and Certifications.

Volume 4 consists of Section 5: Offeror/Quoter Representations and Certifications (complete all portions that are applicable) of the RFQ (pages 30 through 52).

(e) Volume 5 - Proof of SAM Registration.

Volume 5 consists of evidence containing quoter's SAM registration is in either "Active Registration" or "ID Assigned" status; such as, a screenshot of webpage.

Quotations are due by **12:00 noon, Tuesday, May 16, 2023 (Japan Standard Time)**. No quotations will be accepted after the specified 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](mailto: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.

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

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>.

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

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

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
52.214-34	Submission of Offers in the English Language (APR 1991)

FAR 52.237-1 Site Visit (APR 1984)

The pre-quotation conference and the site visit will be held on **Thursday, April 20, 2023, from 3:00 p.m. to on/about 5:00 p.m. (Japan Standard Time)**.

Participants shall meet at 2:50 p.m. at U.S. Consulate General Sapporo, located 3-1, Kita 1-jo Nishi 28-chome, Chuo-ku, Sapporo, 064-0821.

Prospective quoters shall contact Ayaka Ogawara via email at [OgawaraAX@state.gov](mailto:OgawaraAX@state.gov) by **12:00 noon, Monday, April 17, 2023 (JST)** and submit individual name(s), company name/address, telephone/fax numbers, and email address to arrange entry to the Consulate building.

**NOTE: No entry request will be accepted after the specified time/date, regardless of whether or not the participant(s) hold(s) Embassy issued ID badge.**

The following Department of State Acquisition Regulation (DOSAR) provision is provided in full text:

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

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

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

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

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Minister-Counselor for Management Affairs, at TEL: +81-3-3224-5585 or FAX: +81-3-3224-5303. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to:

Department of State  
Acquisition Ombudsman  
Office of the Procurement Executive (A/OPE)  
Suite 1060, SA-15  
Washington, DC 20520  
U.S.A.  
(End of Provision)

## Section 4: Evaluation Factors

### 4.1 Evaluation Factors

(a) Award will be made to the lowest priced, acceptable, responsible quoter.

Quotes shall include a completed solicitation. 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 3. The U.S. Government may eliminate quotations that are missing a significant amount of the required information.

(b) The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.

(c) The lowest price will be determined by "Grand Total" under subsection 1.1.2 Pricing.

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

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

- (1) Equipment availability and delivery schedule;
- (2) Adequate financial resources or the ability to obtain them;
- (3) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (4) Satisfactory record of integrity and business ethics;
- (5) Necessary organization, experience, and skills or the ability to obtain them;
- (6) Necessary equipment and facilities or the ability to obtain them; and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(f) Although the award is to be made to the lowest priced quoter, the U.S. Government may request cost breakdown, 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.

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

None

## Section 5: Offeror/Quoter Representations and Certifications

### 5.1 Offeror Representations and Certifications

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

The Offeror shall not complete the representation at paragraph (d) (1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c) (1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) (2) (i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d) (2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c) (2) of the provision at [52.204-26](#), or in paragraph (v) (2) (ii) of the provision at [52.212-3](#).

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

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

(b) *Prohibition.*

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

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

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



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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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)

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

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

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

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

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

*Sensitive technology-*

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

*Service-disabled veteran-owned small business concern-*

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

*Small business concern-*

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

*Women-owned small business concern* means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United

States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

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

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

(c) RESERVED.

(d) RESERVED.

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



employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) RESERVED

(g) RESERVED

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ( [31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#),

the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

(2) *Representation.* The Offeror represents that-

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2](#)(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

- (i) This solicitation includes a trade agreements certification (e.g., [52.212-3](#)(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it \_\_\_ has or \_\_\_ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.  
Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)  
Is the immediate owner owned or controlled by another  
entity: \_\_\_ Yes or \_\_\_ No.

(3) If the Offeror indicates "yes" in paragraph (p) (2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.  
Highest-level owner legal name: \_\_\_\_\_.  
(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

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

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(2) The Offeror represents that-

(i) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it \_\_\_ is or \_\_\_ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

\_\_\_ Predecessor CAGE code: (or mark "Unknown").

\_\_\_ Predecessor legal name:\_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

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

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

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

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

(ii) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_ does, \_\_\_ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

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

(u)



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

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

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

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that-

(i) It \_\_\_ does, \_\_\_ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

*Alternate I (Oct 2014)*. As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

Add the following provision:

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

(a) Definitions. As used in this provision—

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

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

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

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

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

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

(1) It \_\_\_ is, \_\_\_ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

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

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

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.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT  
PRESCRIBED IN PART 12

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (OCT  
1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.acquisition.gov/far/> or  
<http://farsite.hill.af.mil/vffara.htm>

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

THE FOLLOWING FEDERAL ACQUISITION REGULATION (FAR) PROVISIONS ARE  
INCORPORATED BY REFERENCE:

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

## Statement of Work

### 1. Scope of Work:

The Consulate Office Building (COB), Sapporo requires a total replacement of the existing Multi-Split Heat Pump System. The three outdoor multi-split heat pump units located on the roof top shall be replaced in kind and the 23 multi-split indoor units shall also be replaced in kind for the offices and hallways that are zoned properly according to the heat load, and the remote control pads replaced as well for each multi-split indoor unit which individually controls the temperature and fan speed of the offices and hallways. The COB, Sapporo is located at 203-2, Kita 1-jo, Nishi 28-chome, Chuo-Ku, Sapporo. The Contractor shall provide/furnish all labor, materials, engineering, transportation, tools, equipment, and permits required to satisfactorily complete the total Multi-Split Heat Pump System replacement required under this Contract.

#### 1.1. The work areas to be accomplished are as follows:

Replace three (3) direct heat exchange multi-split heat pump units, one unit serving the basement, one set unit serving the south wing, and one unit serving the north wing. Three (3) multi-split heat pump outdoor units shall be installed on the roof of the consulate building, where the existing heat pump units are originally located. All the multi-split indoor units shall be replaced in the ceilings of the offices and hallways where the existing units are originally located. A remote control pads shall also be replaced on the wall where original remote control pads are located, for each indoor unit to control temperature and fan speed of each office or hallway.

### 2. Drawings and Specifications:

2.1. The drawings and catalog cuts in the ATTACHMENT B - Drawing and Catalog Cut make an integral part of this contract.

2.2. The Contractor shall keep copies of the drawings and specifications on the job and shall at all times make these available to the Contracting Officer's Representative (COR) upon request. Any items provided for in the specifications or drawings shall be considered as being shown or provided for in both. In any case of discrepancy in the figures or drawings, the matter shall be immediately brought to the attention of the COR, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense. The COR may furnish from time to time such additional drawings or other information as the COR may consider necessary.

- 2.3. The COR may, at any time, by written order, make changes in the drawings and/or specifications of this contract and within the general scope thereof. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the Embassy Contracting Officer (CO) shall approve such changes and issue a modification to reflect such changes in writing. Any changes in the scope of performance or changes that result in increases in cost must be approved by the CO by modification.
3. Materials, Standards of Work/Conduct, Contractor Personnel:
- 3.1. Unless otherwise specified herein, all the materials to be used for the contracted work shall be new and meet or exceed the Japanese Industrial Standard (JIS). The Contractor shall provide the COR a hazardous material (HM) inventory and material safety data sheets if such materials are brought to the work site or used for the contracted work. The materials that contain chromate compound, lead and/or asbestos shall not be used for any contacted work.
- 3.2. All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. Unless otherwise stipulated herein, all the work required under this contract shall be accomplished in conformity to the standard specifications below:
- (a) Japan Architectural Standard Specifications (JASS)
  - (b) The Japan Electric Association Codes (JEAC)
  - (c) Society of Heating, Air-conditioning and Sanitary Engineering of Japan (SHASE)
  - (d) Japan Water Works Association (JWWA).
  - (e) Manufactures (MFR) of the equipment/devices/materials to be used under this contract.
- 3.3. All local labor standards for occupational safety and health apply to this contract. The Contractor shall at all times enforce strict discipline, good order among his employees and assure workmanship of quality. 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. The Contractor shall obtain all required licenses and permits at no additional cost to the U.S. Government. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the contracted work. The Contractor shall further be responsible for the proper care and protections of all materials delivered and of all works performed until completion and final acceptance. The Contractor agrees to release the U.S. Government from all damages or claims arising from the work covered by this contract.
- 3.4. 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. Protective clothing will be worn at all times by Contractor employees during the execution of this contract. Upon completion of all the work, the Contractor shall thoroughly clean the entire work area prior to turnover to the U.S. Government. The Contractor shall not display signs or advertisements at any time on or adjacent to the premises.

- 3.5. The Contractor shall promptly remove from the premises all materials and works not conforming to the requirements of this contract, whether incorporated in the work or not. The Contractor shall promptly replace or re-execute such work and materials in accordance with the drawings and specifications of this contract and without additional expense to the U.S. Government.

4. Technical Provisions

- 4.1. Areas of Effort: Refer to the drawings/catalog cuts in the ATTACHMENT B.
- 4.2. Installation: All the new installation shall be accomplished with intent to replace the entire Multi-Split Heat Pump System in kind. Refer to the drawings, shop drawings and catalog cuts in the ATTACHMENT B for details. If there are discrepancies from the existing state of those systems against the drawings and/or provisions herein, existing state shall take precedence over the drawings.
- 4.3. Schedule - Major Items for Removal (Existing Multi-Split Heat Pump System):

The Contractor shall properly secure the power supply and remove those listed below.

(a) Direct heat exchange multi-split heat pump, MFR – Hitachi Co., Ltd.

- Outdoor unit – Model **RAS-NP280FN1** x 1 unit, 200V 3phase, (ACP-1) for 1<sup>st</sup> Floor of the North Wing, COB
- Indoor unit – Model **RCI-AP56K** x 1 unit, 200V 1phase, (ACP-1-1).
- Indoor unit – Model **RPC-AP40K** x 1 unit, 200V 1phase, (ACP-1-2).
- Indoor unit – Model **RCID-AP22K** x 4 units, 200V 1phase, (ACP-1-3, ACP-1-4, ACP-1-5, and ACP-1-6).
- Indoor unit – Model **RCID-AP45K** x 1 unit, 200V 1phase, (ACP-1-7).
- Indoor unit – Model **RCID-AP28K** x 1 unit, 200V 1phase, (ACP-1-8).

(Total 8 indoor units and 8 remote control pads)

(b) Direct heat exchange multi-split heat pump, MFR – Hitachi Co., Ltd.

- Outdoor unit – Model **RAS-NP450FN1** x 1 unit, 200V 3phase, (ACP-2) for 1<sup>st</sup> Floor of the South Wing, COB
- Indoor unit – Model **RCI-AP36K** x 1 unit, 200V 1phase, (ACP-2-1).
- Indoor unit – Model **RCI-AP28K** x 4 units, 200V 1phase, (ACP-2-2, ACP-2-7, ACP-2-9, and ACP-2-10).
- Indoor unit – Model **RPI-AP36KC** x 3 units, 200V 1phase, (ACP-2-3, ACP-2-4, and ACP-2-6).
- Indoor unit – Model **RCI-AP56K** x 1 unit, 200V 1phase, (ACP-2-5).
- Indoor unit – Model **RCI-AP112K** x 1 unit, 200V 1phase, (ACP-2-8).

(Total 10 indoor units and 10 remote control pads)

(c) Direct heat exchange multi-split heat pump, MFR – Hitachi Co., Ltd.

- Outdoor unit – Model **RAS-NP280FN1** x 1 unit, 200V 3phase, (ACP-3) for basement of the South Wing, COB
- Indoor unit – Model **RCI-AP28K** x 2 units, 200V 1phase, (ACP-3-1 and ACP-3-2).
- Indoor unit – Model **RCI-AP36K** x 1 unit, 200V 1phase, (ACP-3-3).
- Indoor unit – Model **RCI-AP90K** x 2 units, 200V 1phase, (ACP-3-4 x 2).

(Total 5 indoor units and 5 remote control pads)

(d) Vibration isolator base frame, MFR – Tokkyo Kiki K.K.  
for three (3) heat pump outdoor units.

- Model CD-B1210A x 2 each,  
for ACP-1 and ACP-3.
- Model CD-B1910A x 1 each,  
for ACP-2.

(e) Snow protection hood w/wire & eyebolt, MFR – Hitachi Co., Ltd.  
for three (3) heat pump outdoor units

- Air outlet – Model ASG-BP450FS2 x 2 each  
Air intake – Model ASG-BP450BS2 x 2 each  
Wire/eyebolt – Model ASG-SW20A x 2 each  
for ACP-1 and ACP-3.
- Air outlet – Model ASG-BP630FS2 x 1 each  
Air intake – Model ASG-BP630BS2 x 1 each  
Wire/eyebolt – Model ASG-SW20A x 1 each  
for ACP-2.

4.4. Schedule - Major Items for New Replacement (New Multi-Split Heat Pump System – Renewal Type, Samusashirazu Series for Cold Regions or equivalent):

(a) Direct heat exchange multi-split heat pump, MFR – Hitachi Co., Ltd.

- Outdoor unit – Model **RAS-AP280DNR2** x 1 unit, 200V 3phase, Cooling: 28 kW, Heating: 33.5 kW (ACP-1) for 1<sup>st</sup> Floor of the North Wing, COB
- Indoor unit – Model **RCI-GP56K3** x 1 unit, 200V 1phase, Cooling: 5.6 kW, Heating: 6.3 kW (ACP-1-1).
- Indoor unit – Model **RPC-GP40K3** x 1 unit, 200V 1phase, Cooling: 4.0 kW, Heating: 4.8 kW (ACP-1-2).
- Indoor unit – Model **RCID-GP22K2** x 3 units, 200V 1phase, Cooling: 2.2 kW, Heating: 2.5 kW (ACP-1-4, ACP-1-5, and ACP-1-6).
- Indoor unit – Model **RCID-GP45K2** x 1 unit, 200V 1phase, Cooling: 4.5 kW, Heating: 5.0 kW (ACP-1-7).
- Indoor unit – Model **RCID-GP28K2** x 2 units, 200V 1phase, Cooling: 2.8 kW, Heating: 3.2 kW (**ACP-1-3** and ACP-1-8).

(Total 8 indoor units and 8 remote control pads)

Note: The existing ACP-1-3 will be replaced to 2.8 kW capacity (RCID-GP28K2) and shall add a flexible round duct extending to the adjacent room shown on the drawing. A new air supply diffuser shall be installed on the ceiling of this room.

(b) Direct heat exchange multi-split heat pump, MFR – Hitachi Co., Ltd.

- Outdoor unit – Model **RAS-AP450DNR2** x 1 unit, 200V 3phase, Cooling: 45 kW, Heating: 53 kW (ACP-2) for 1<sup>st</sup> Floor of the South Wing, COB
- Indoor unit – Model **RCI-GP36K3** x 1 unit, 200V 1phase, Cooling: 3.6 kW, Heating: 4.0 kW (ACP-2-1).
- Indoor unit – Model **RCI-GP28K3** x 4 units, 200V 1phase, Cooling: 2.8 kW, Heating: 3.2 kW (ACP-2-2, ACP-2-7, ACP-2-9, and ACP-2-10).
- Indoor unit – Model **RPI-GP36KC3** x 3 units, 200V 1phase, Cooling: 3.6 kW, Heating: 4.0 kW (ACP-2-3, ACP-2-4, and ACP-2-6).
- Indoor unit – Model **RCI-GP56K3** x 1 unit, 200V 1phase,

- Cooling: 5.6 kW, Heating: 6.3 kW  
(ACP-2-5).  
Indoor unit – Model **RCI-GP112K3** x 1 unit, 200V 1phase,  
Cooling: 11.2 kW, Heating: 12.5 kW  
(ACP-2-8).

(Total 10 indoor units and 10 remote control pads)

(c) Direct heat exchange multi-split heat pump, MFR – Hitachi Co., Ltd.

- Outdoor unit – Model **RAS-AP280DNR2** x 1 unit, 200V 3phase,  
Cooling: 28 kW, Heating: 33.5 kW  
(ACP-3) for basement of the South Wing, COB  
Indoor unit – Model **RCI-GP28K3** x 2 units, 200V 1phase,  
Cooling: 2.8 kW, Heating: 3.2 kW  
(ACP-3-1 and ACP-3-2).  
Indoor unit – Model **RCI-GP36K3** x 1 unit, 200V 1phase,  
Cooling: 3.6 kW, Heating: 4.0 kW  
(ACP-3-3).  
Indoor unit – Model **RCI-GP90K3** x 2 units, 200V 1phase,  
Cooling: 9.0 kW, Heating: 10.0 kW  
(ACP-3-4 x 2).

(Total 5 indoor units and 5 remote control pads)

(d) Vibration isolator base frame, MFR – Tokkyo Kiki K.K.  
for three (3) heat pump outdoor units.

- Model (please contact Tokkyo Kiki) x 2 each,  
for ACP-1 and ACP-3.
- Model (please contact Tokkyo Kiki) x 1 each,  
for ACP-2.

(e) Snow protection hood w/wire & eyebolt, MFR – Hitachi Co., Ltd.  
for three (3) heat pump outdoor units

- Air outlet – Model ASG-TP20FBS1 x 2 each
- Air intake – Model ASG-TP20BBS1 x 2 each
- Wire/eyebolt – Model ASG-SW20A x 2 sets  
for ACP-1 and ACP-3.
- Air outlet – Model ASG-TP20FSA1 x 1 each
- Air intake – Model ASG-TP20BAS1 x 1 each
- Wire/eyebolt – Model ASG-SW20A x 1 set  
for ACP-2.

See the Catalog Cut Sheets and Drawings in the Attachment B for the above major items and locations.

4.5. Multi-split heat pump outdoor units:

Three (3) outdoor units shall be replaced on the roof. The outdoor unit ACP-1 shall be on the north wing roof and the outdoor units ACP-2 and ACP-3 be on the south wing roof as shown in the drawings in the ATTACHMENT B. Outdoor unit ACP-1 shall be placed on the concrete foundation, and the outdoor unit ACP-2 and ACP-3 shall be placed on the I-beam base frame anchored to the concrete foundation. The Contractor shall submit a drawing showing the exact locations of the foundations and three outdoor units – ACP-1, ACP-2 and ACP-3 to the COR for confirmation and approval. The three (3) outdoor units shall be properly labeled with thermo plastic signs as "ACP-1", "ACP-2" and "ACP-3".

Concrete foundation: The concrete foundations shall be reused. Any cracks or damaged area shall be repaired by approved method. The concrete foundations shall be painted with a same material as existing and to match the existing color.

Steel I-beam base frame: The steel I-beam base frame shall be installed only for the outdoor unit ACP-2 and ACP-3. Fabricate a steel I-beam base frame that shall match and bridge the concrete foundations. Install it on the concrete foundations with approved chemical anchors. Care shall be taken not to damage waterproof roofing membrane. If the existing condition permits, this steel I-beam may be reused.

Vibration isolator base frames. Install the vibration isolator base frame on the I-beam base frame with approved steel bolts and nuts, and then install the outdoor unit on each vibration isolator base frame with approved steel bolts and nuts again. The bolts and nuts shall be stainless steel.

Snow protection hood. Install the snow protection hoods – air outlet and air intake to each outdoor unit according to the manufacture's installation specifications. Stabilize the snow protection hoods with approved stainless steel wires and eyebolts.

4.6. Multi-split heat pump indoor unit:

The Contractor shall replace total of 23 indoor units – 8 indoor units in the north wing for the outdoor unit ACP-1, 10 indoor units in the south wing for the outdoor unit ACP-2 and 5 indoor units in the basement for the outdoor unit ACP-3. All indoor units shall be installed to the office or hallway ceilings in conformity to the manufacture's standard specifications. All indoor units shall be flush to the ceilings (some are installed above the ceiling and ducted), and each indoor unit shall be suspended at its four corners by approved full threaded bolts/metal bars from the above concrete slab. One (1) remote control pad shall be installed on the office or hallway wall for each indoor unit in conformity to the manufacture's standard specifications. The Contractor shall submit a drawing showing the exact locations of 23 indoor units and 23 remote control pads to the COR for confirmation and approval. The 23 indoor units shall be properly labeled with plastic signs such as "ACP-1-2", "ACP-2-10", "ACP-3-5", etc.

#### 4.7. Refrigerant piping:

The existing refrigerant piping may be reused if condition permits. In this case, care shall be taken when removing the existing outdoor units and indoor units so as not to damage the connecting ends. The contractor shall ensure that the existing refrigerant piping is in conformity to the manufacturer's standard specifications. The supply and return refrigerant pipes need to be bundled together, including control cables.

The refrigerant piping, including control cables, exposed to elements on the roof shall be covered with prefabricated plastic mole similar to the existing ones for weather proof. All overlaps shall be sealed with silicone sealant for waterproofing. The existing pipe support on the roof may be used to support the refrigerant piping.

#### 4.8. Condensate drain piping:

The existing condensate drain piping may be reused; however, the connections to the new indoor units shall be made nice and clean. Therefore, the flexible drain pipe from the new indoor unit shall be replaced with new. The Contractor shall check and clean the existing drain pipes to ensure free flow. There should be a clean-out at every third 90d bent (elbow) of the condensate drain piping for periodic jet water cleaning. There are access hatch, 450mm square on the ceiling right under each clean-out in order for periodic jet water cleaning. The Contractor shall ensure that the **“drain-up pump kit”** is installed for each indoor units and tested.

#### 4.9. Electrical work:

All installation and wiring shall be performed in compliance with The Japan Electric Association Codes (JEAC) and the manufacture's specifications.

Power distribution panel. The Contractor shall check and ensure the existing power distribution panel on the wall near the power-receiving cubicle is in good condition. Check the NFBs - 225A x 1, 200A x 1, 20A x 1 and 10A x 2 in the power distribution panel for multi-split heat pump indoor/outdoor units. Test the insulation resistance of the power cables that are ran from the distribution panel through the pipe shaft to the outdoor units on the roof, and to the indoor units in the plenum above the office and hallway ceilings on the 1<sup>st</sup> floor.

No-fuse circuit breaker. Replace the no-fuse circuit breaker (NFB) and house it in the new waterproof metal box for each outdoor unit. NFB 100A shall be for ACP-1 and ACP -3 outdoor unit and NFB 200A for ACP-2 outdoor unit. The power cable shall be connected to the NFB, and from the NFB to the new outdoor unit.

Control cables. The Contractor may reuse the existing control cables from the outdoor unit to each indoor unit if condition permits.

No exposure to weather. If the cables are bundled with refrigerant piping on the roof, they shall be covered with prefabricated plastic mole similar to the existing one.

4.10. Test Operation and Adjustment:

Test operate/adjust the new multi-split heat pump and ensure that the new heat pump operates in conformity to the operating parameters specified by its manufacture. The Contractor shall record test operation data and report to the COR for verification and acceptance. If the test operation data do not meet the approved operating parameters, the COR may request the Contractor to re-do the test operation/adjustment.

5. Liaison/Coordination by the Contractor:

As required to execute and accomplish the contracted work, the Contractor shall perform liaison/coordination between the Consulate General Sapporo's Contracting Officer's Representative (COR). The liaison/coordination shall include, but not be limited to, preparation and submittal of the necessary document, drawings and applications to those establishments.

The Contractor shall obtain the permission from appropriate Local Police Department for temporary occupancy of public roads if required to execute and accomplish the contracted work.

6. Debris disposal:

Debris produced from the work shall be disposed on a daily basis outside the Consulate compound in compliance with applicable local codes for the industrial waste disposal. The Contractor shall at all time keep the premises free from accumulation of waste materials, rubbish and/ or debris derived from the works or the Contractor's employee. At the completion of each workday, the Contractor shall restore the work site to be neat and clean. In case the Contractor does not conform to these requirement, the COR shall have the option to remove the materials, rubbish and/or debris and charge the Contractor up to twice the cost incurred for each occurrence.

7. Temporary Work and Structures:

Advance approval by the COR is required for scaffoldings, bucket cranes, power lift or any temporary structures necessary to execute and accomplish the contracted work. The Contractor shall submit the construction plan of the temporary structures to the COR for approval.

8. Utilities:

Electricity, both 200V 3ph and 100V single ph are available in the Consulate building. City water is also available from the faucets/bibcock. Electricity and water are

provided at no cost to the Contractor during the construction. Both shall be utilized solely for the contracted work, never for the other purposes.

- 8.1. Advance approval by the COR shall be required to install temporary electric cables and/or water pipes for the contracted work. Before the final acceptance of the contract completion by the COR, the Contractor shall remove these temporary installations and restore the original conditions.

9. Work Schedule and Duration:

No work on site shall be commenced prior to COR's approval on the work schedule submitted by the Contractor. The Contractor shall complete the work within 45 calendar days after commencement of the work. Subject to climatic conditions, extensions may be granted by the COR and/or CO.

- 9.1. Unless otherwise approved by the COR, the regular work hours and days shall be;

0830 hours - 1730 hours, Monday - Sunday

- 9.2. The work under this contract may be performed and completed when air-conditioning/heating of buildings is least required in the year.

10. Contractor's Submittal:

- 10.1. Prior to commencement of work, the Contractor shall prepare English version of full size scaled drawings showing plans, elevations/sections, flow diagrams and installation details, and submit to the COR for approval. Also submit a work plan and schedule, setting forth date, time, contents of work, personnel and time line to completion to the COR for approval.
- 10.2. Prior to commencement of work, the Contractor shall submit samples and catalogs of materials, chemicals, equipment, machine as requested by the COR and obtain the advance approval to use for the contracted work.
- 10.3. Upon completion of all the contracted work, the Contractor shall submit 3 sets of as-built drawings, equipment catalogs and data and operation manuals, all prepared in English, to the COR.

11. Guarantee:

The Contractor shall guarantee all the end product completed under this contract for one-year period from the date of substantial completion approved by the COR.

- 11.1. During the guarantee period, the Contractor shall correct and/or repair, at no cost to the U.S. Government, any malfunctions, defects and/or breakdowns attributed to the materials, equipment and workmanship provided by the Contractor under this contract.



The Contractor shall provide all labor, materials, and equipment, at their own expense, to perform the repair and/or correction. The repair and/or correction must be completed within four (4) weeks from Notice of Damage(s).

12. Warranty.

The Contractor shall warranty all materials, equipment, devices and component parts installed under this contract for three-year period from the date of substantial completion approved by the COR.

- 12.1. During the warranty period, the Contractor shall supply, at no cost to the U.S. Government, the materials, equipment, devices and component parts for replacement resulting from damages, malfunctions, defects and/or breakdowns within four (4) weeks from Notice of Damage(s).

13. Inspection by COR:

The COR, or COR's designee may inspect the contracted work either in progress or completed state and/or materials at times as required for quality assurance and control. If any of the work and/or materials does not conform to the contract requirements and specifications, the COR may require the Contractor to perform the services again and/or replace the materials to conform to the contract requirements and specifications, at no additional cost to the U.S. Government.

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