



## *Consulate General of the United States of America*

*Osaka-Kobe, Japan*

April 11, 2023

To: Prospective Quoters

Subject: Request for Quotations 19JA5823Q0112  
Make Ready Services for the Housing Compound

Enclosed is a Request for Proposals (RFP) for Make Ready Services. If you would like to submit quotation, follow the instructions in Section L of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the Standard Form 18 that follows this letter.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable offer at the lowest price. The American Consulate General, Osaka-Kobe intend to award a contract/purchase order based on initial proposals, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

The Consulate General intends to conduct a pre-quotation conference at the site, and all prospective quoters who have received a solicitation package will be invited to attend. The pre-proposal conference will be held on April 17, 2023, beginning at 10:00 p.m. at the Housing Compound of the American Consulate General, Osaka-Kobe. Please contact Yasuhiro Fukuma via e-mail at [fukumayx@state.gov](mailto:fukumayx@state.gov) by no later than 12:00 noon, April 14 (local time) and submit individual name(s), company name/address, telephone/fax numbers, and e-mail address to arrange entry to the Housing Compound.

Proposals are due by April 28, 2023, at 16:00 p.m. local time. No proposals will be accepted after this time. Proposals must be in English and incomplete proposals will not be accepted. Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" for Request for Quotations 19JA5823Q0112, Make Ready Services to Management Section, 11-5, Nishitenma 2-chome, Kita-ku, Osaka 530-8543.

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

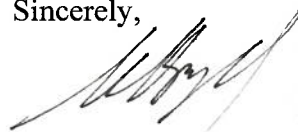
1. Standard Form 18
2. Section B4, Pricing
3. Section K Representations, Certifications and Other Statements of Offerors or Quoters

4. Proof of SAM Registration (either "Active" or "ID Assigned status")

Participants shall receive a complete series of vaccinations for COVID-19 when accessing the Housing Compound and attest to their vaccination status if required.

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

Sincerely,



Anthony M. Read  
Contracting Officer

Enclosure  
As Stated



SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF SERVICES

The Contractor shall provide personnel, supplies and equipment for all make-ready services for residences for U.S. Consulate General Osaka-Kobe as described in Sections B and C of this contract.

B.2 TYPE OF CONTRACT

This is a firm-fixed contract for make ready services. The Contractor shall furnish services according to SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT. The contract will be for a one-year period from the date of the contract award.

B.3 PRICES/COSTS

The prices will include all work, including furnishing all labor, materials, equipment and services, unless otherwise specified in Section B. The prices listed below shall include all labor, materials, direct and indirect costs, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit.

B.3.1 CURRENCY

All prices shall be in Japanese Yen. The U.S. Consulate General Osaka-Kobe is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments.

B.4. PRICING

| <u>Line Item</u> | <u>Unit Number</u> | <u>Quantity</u> | <u>Total Price</u> |
|------------------|--------------------|-----------------|--------------------|
| 001.             | Unit # B-1         | 1               | ¥_____             |
| 002.             | Unit # B-2         | 1               | ¥_____             |
| 003.             | Unit # C-2         | 1               | ¥_____             |
| 004.             | Unit # R-2         | 1               | ¥_____             |
| 005.             | Unit # R-3         | 1               | ¥_____             |

Grand Total Price: ¥\_\_\_\_\_

| CLIN | Description of Service                                  |   | B-1 | B-2 | C-2 | R-2 | R-3 |
|------|---|---|-----|-----|-----|-----|-----|
| 001  | Painting Services (see Section C.2)                     | P | ¥   |     |     |     |     |
|      |   | L | ¥   |     |     |     |     |
| 002  | Minor maintenance and Repair Services (see Section C.3) | P | ¥   |     |     |     |     |
|      |   | L | ¥   |     |     |     |     |
|      | Total Price:  |   | ¥   |     |     |     |     |

P – Parts and Materials

L – All Labor, Services, Insurance, Overhead and Profit

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 INTRODUCTION

C.1.1 GENERAL - The U.S. Consulate General Osaka-Kobe requires a make-ready service contractor to perform services on a U.S. Government-owned housing compound, located at 12-6, Kikutani-cho, Nishinomiya, Hyogo. The Contractor shall furnish managerial, administrative, and direct operational personnel to accomplish all work as required.

The Contractor shall designate a representative who shall supervise the Contractor's workforce and be the Contractor's liaison with the Government. The designated representative shall be located on site in an office designated by the Contracting Officer during normal working hours (see Section F.6) and shall have supervision as its sole function during the times while on duty. The Contractor's employees shall be on site only for contractual duties and not for any other business or purposes.

C.1.2. PERSONNEL - The Contractor shall be responsible for providing qualified technicians for each trade with relevant experience to perform make-ready services under this contract. Helper positions do not need to meet the experience requirement.

### C.2. APPLICABLE PAINTING STANDARDS AND PAINT SPECIFICATIONS

#### C.2.1 LOCAL/INDUSTRY PAINTING STANDARDS

Painting and preparatory work shall comply with the local Construction and Repair Standard (Kokyo Kenchiku Kaishu Kohji Hyojun Shiyosho) supervised by Ministry of Land, Infrastructure, Transport and Tourism, and the instructions given below. In cases where local standards and those listed in this contract are in conflict, the stricter of the two shall apply.

#### C.2.2 PAINT SPECIFICATIONS

Paint used shall be:

- 1) Nippon Paint, EP AudeCoat G Eco, white or equivalent for bathroom,
- 2) Nippon Paint, EP Ecoflat 70, white or equivalent for wall/ceiling,
- 3) Nippon Paint, One-component fine urethane, ivory 22-90B or equivalent for wooden doors,
- 4) Nippon Paint, One-component fine urethane, gray NT-27 or equivalent for exterior stairs and metal portion.

### C.2.3 PREPARATION AND PROTECTION OF WORK AREA

Painting shall not disturb or damage any fixed property (including light fixtures, floors, carpets, or windows). The Contractor shall move, protect, and return such property to its original position.

The Contractor shall remove furnishings (such as furniture, rugs) first or protect them by protective covering. The Contractor shall also protect floors from soiling and paint spills. The Contractor shall not wash wooden floors under any circumstances. To protect floors (of all types) from damage, the Contractor shall use a suitable protective cover and provide ladders and scaffolding with clean rubber shoes or similar protection devices.

If the Contractor spills any paint, or in any way soils the floors, a specialist floor finishing company at the Contractor's expense shall perform the cleanup. After completion of the painting work, the Contractor shall return all furnishings to their original position and clean the work area free of litter and debris.

### C.2.4 TECHNICAL SPECIFICATIONS FOR PAINTING WORK

#### INTERIOR AND EXTERIOR PAINTING:

Paint surfaces as directed by this contract. Match paint to similar adjacent materials or surfaces.

- (1) "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- (2) Product Data: The Contractor shall submit manufacturer's technical information, label analysis, and application instructions for each paint material proposed for use to the COR, prior to starting work. As an attachment, list each material and cross-reference specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
- (3) Single Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- (4) Material Quality: Provide the manufacturer's best quality trade sale type paint material. Paint material containers not displaying manufacturer's product identification will not be acceptable.
- (5) Deliver materials to the job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label with trade name and manufacturer's instructions.
- (6) Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F (7 degrees C). Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

- (7) Project Conditions: Do not apply paint when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces. Apply paint only in temperatures in accordance with manufacturer's specifications.
- (8) Examine substrates and conditions under which painting will be performed for compliance with requirements. Do not begin application until unsatisfactory conditions have been corrected.
- (9) Preparation: Remove hardware and hardware accessories, plates, light fixtures, and items in place that are not to be painted or provide protection such as taping prior to surface preparation and painting (taping includes windows, door jams, etc.).
- (10) Clean and prepare surfaces to be painted following manufacturer's instructions before applying paint or surface treatments. Remove oil, dust, and direct, loose rust, mildew, peeling paint or other contamination to ensure good adhesion. In some cases, the Contractor may be requested to remove all existing coats of paint and sealers if prior paint application is showing signs of improper adhesion, such as peeling, or chipping. All surfaces must be clean and dry. Schedule cleaning and painting so dust and other contaminants will not fall on wet, newly painted surfaces.
- (11) Notify the Contracting Officer or COR of problems anticipated for any minor preparatory work required, such as but not limited to, filling nail holes, cleaning surfaces to be painted, and priming any requisite areas. Plan preparatory work as most units in residential areas will have nail holes or areas that will need to be primed or sealed. Replace all electrical switches and plugs with new covers after painting.
- (12) Materials Preparation: Mix and prepare paint following manufacturer's directions.
- (13) Application: Apply paint following manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  - (i) Unless otherwise specified, the contractor is to use a high-quality, semi-gloss latex paint (containing no lead or mercury) for all kitchens, baths, laundry areas, doorframes, and window frames. A flat or satin flat latex base paint (containing no lead or mercury) is to be used in the remainder of the unit. The color to be used must be consistent with the balance of the room, which will normally be off-white. Contractor shall provide samples of the color of the type of material to be painted before actual paint date is scheduled.
  - (ii) On exterior surfaces, apply a high-quality, exterior-grade latex base paint that matches as closely as possible to the existing color on the exterior of the property, or a color as otherwise specified by the COR. Before painting, scrape, sand, fill and prime the surface with a latex base primer. The Contractor should plan on extensive preparatory work before painting. Do not apply exterior paint in snow, rain, fog or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces.
  - (iii) Provide finish coats that are compatible with primers used.

- (iv) The number of coats and film thickness required is the same regardless of application method. Do not apply succeeding coats until previous coat has cured. Sand between applications where required to produce a smooth, even surface.
- (v) Apply additional coats when undercoats or other conditions show through final coat, until paint film is of uniform finish, color, and appearance.
- (14) Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable, and before subsequent surface deterioration. Allow sufficient time between successive coats to permit proper drying. Do not re-coat until paint has dried.
- (15) Minimum Coating Thickness: Apply materials at the manufacturer's recommended spreading rate. Provide total dry film thickness of the system as recommended by the manufacturer.
- (16) Prime Coats: Before application of finish coats, apply a prime coat as recommended by the manufacturer to material required to be painted or finished, and has not been prime coated.
- (17) Brush Application: Brush out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Draw neat glass lines and color breaks.
- (18) Apply primers and first coats by brush unless manufacturer's instructions permit use of mechanical applicators.
- (19) Mechanical Applications: Use mechanical methods for paint application when permitted by manufacturer's recommendations, governing ordinances, and trade union regulations.
- (20) Wherever spray application is used, apply each coat to provide the equivalent coverage of brush-applied coats. Do not double-back with spray equipment to build up film thickness of two coats in one pass, unless recommended by the manufacturer.
- (21) Upon completion of painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing, scraping or other methods, using care not to scratch or damage adjacent finished surfaces.
- (22) Remove temporary protective wrappings after completion of painting operations.

(a) DRYWALL/PLASTER REPAIR

Patch defective drywall with a similar thickness and fire rated drywall. Joints must be taped in a manner so they are not readily visible. The patch must be textured with a texture consistent with the rest of the surface being patched. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

(b) PAINT EXTERIOR HANDRAIL



Apply a high-quality, exterior-grade latex base paint that matches as closely as possible the existing color on the exterior handrails of the property, or a color as specified by the COR. The handrails are to be scraped, sanded, filled, and primed with a latex base primer, prior to painting. The Contractor should plan on extensive preparatory work prior to painting. The specifications for exterior paint apply, unless otherwise specified.

### C.3. MINOR MAINTNANCE AND REPAIR SERVICES

#### C.3.1 PLUMBING/DRAIN CLEANING

The Contractor shall perform the following plumbing inspection for clogging and cleaning using a pipe inspection camera.

(a) Inspect all plumbing work including:

- pipes, ducts, valves, waste water and sewer lines, traps, catch basins, hot water heaters, toilet fixtures, plugs, chains, hoses, balcony drains for clogging, loose joints, restrictions, leaks, and other faulty conditions;

(b) Provide professional cleaning services such as:

- cleaning all drain pipes using a high-pressure washer or drain cleaning machine for bathrooms, kitchen, laundry machine, balcony and hot water heater.

The Contractor shall furnish all supplies and equipment needed for this cleaning and provide the COR with an inspection report and before-after photos after the cleaning.

#### C.3.2 WINDOW FILM REPLACEMENT

The Contractor shall remove deteriorated shutter-proof film installed outside bay windows completely before installing new shatter-proof film. Install shatter-proof film material from frame to frame without damaging the existing sealing material. The film material shall be 3M RE15SIARX 1524m/m (w) for top light glass and 3M RE18SIAR for other glass. No stepping or standing on the window frame to perform the work. The Contractor shall set up temporary scaffolding if needed. If sealing/caulking material is damaged, the contractor shall apply the same material to the glass window at no extra cost to the Government.

R-2 Entrance top light glass – RE35NEAR.

R-2 Entrance door grid window, 130 x 130 m/m, 20 pcs,

R-2 FAM Room door, 1000 x 1000 m/m, 1 pc,

#### C.3.3 WOOD FLOORING

Remove the damaged wooden flooring material completely. After removing the damaged material, the area shall be cleaned, leveled, and checked any water damage or others. After completion of preparatory work, the Contractor shall install wooden flooring material provided by the U.S. Government on the subfloor properly.

#### C.3.4 CARPET REPLACEMENT STANDARDS

The Contractor shall remove and dispose of existing carpets as designated. After preparing floors according to the nature and type of floor, the Contractor shall provide carpet, grippers, felt, and other

materials necessary for quality carpet installation. The type of the carpet will be best quality fireproof, tufted BCF nylon 100% (6-7m/m cut pile or equivalent loop, more than 1,000g per square meter) material. Recommended material: Sangetsu, SanOscar III or equivalent.

Carpet replacement shall not disturb or damage any fixed property (such as light fixtures, baseboards, or windows). The Contractor shall protect such property or move and return it to its original position. The Contractor shall move all furnishings (such as furniture, cabinets) and return them to their original positions after completion of carpet replacement. The Contractor shall clean the work area to be free of litter and debris.

#### C.3.5 DRAPE CURTAIN REPLACEMENT

The Contractor shall remove and dispose of existing curtains as designated on the drawing. The type of the curtain shall be best quality 100% shading (blackout), fireproof and Contractor will provide fabric samples; color will be decided after contract award. Recommended manufacturers: Suminoe, Kawashima or equivalent.

#### C.3.6 BLIND REPLACEMENT

The Contractor shall remove and dispose of existing blind as designated on the drawing. The type of the blind shall be best quality aluminum product. The color shall be silver or matched with the existing other blinds. Recommended manufacturers: Tachikawa, Nishibeii or equivalent.

#### C.4 MAJOR REPAIRS

The Contractor shall immediately inform the Contracting Officer's Representative (COR) or the Government Technical Monitor (GTM) of major safety problems and the need for major and/or specialized repairs to any part of the serviced area of the residential unit. The Contractor shall also inform the COR or GTM of a major problem in the residential unit with a system or area that is not covered by this contract. The Contractor shall be liable for the costs for any damage that occurs as a result of the Contractor's negligence in its duty to inform the COR or GTM. The Contractor shall minimize such damage to systems or areas being serviced until proper corrective action can be taken. Major and specialized repairs shall be carried out by the U.S. Government, independent of this contract.

#### C.5 CONTRACTOR PERSONNEL

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

#### C.6 SUPERINTENDENCE BY CONTRACTOR

The entire operation of the contracted services shall be superintended by the Contractor's liaison not the subcontractor. The liaison shall coordinate the performance of the contracted services with the needs of the Government. The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours of the Consulate listed in Section E.6. The liaison shall also supervise the performance of the contracted services on Saturdays, Sundays, and holidays when approved.

#### C.7 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system including:

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

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

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

#### C.8 INSPECTION BY GOVERNMENT

The services performed and the supplies furnished for this contract will be inspected from time to time by the COR or GTM, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

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

### SECTION D - PACKAGING AND MARKING

#### D.1 Mark materials delivered to the site as follows:

U.S. Consulate General Osaka-Kobe  
Attn: Maintenance Office/GSO  
12-6, Kikutani-cho, Nishinomiya, Hyogo

### SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u> |
|---------------|-----------------------|
|---------------|-----------------------|

- 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-26 REPORTING NONFORMING ITEMS (JUN 2020)

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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The following Federal Acquisition Regulation clause(s) is/are incorporated by reference:

CLAUSE      TITLE AND DATE

- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.242-15 STOP-WORK ORDER (AUG 1989)
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
- 52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)
  - (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of Yen 20,000 for each calendar day of delay until the work is completed or accepted.
  - (b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

F.2. DELIVERABLES

The Contractor shall deliver the following items:

| <u>Description</u>                | <u>Quantity</u> | <u>Delivery Date</u> | <u>Deliver To:</u> |
|-----------------------------------|-----------------|----------------------|--------------------|
| H.10.2 – Biographies of Personnel | 1               | 10 days after award  | COR                |
| H.2. – Insurance                  | 1               | 30 days after award  | CO                 |
| H.8. – Safety Plan                | 1               | 30 days after award  | COR                |

F.3 ACCEPTANCE OF SCHEDULE

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

- (a) extend the completion date or obligate the Government to do so,
- (b) constitute acceptance or approval of any delay, nor
- (c) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.4 NOTICE OF DELAY

The Contractor shall notify the Government if the contractor receives a notice of any change in the work, or if any other conditions arise that may cause or are actually causing delays and the Contractor believes may result in completion of the project after the completion date. The notification shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. The Contractor shall obtain the approval of the Contracting Officer for any revisions to the approved time schedule.

#### F.5 NOTICE TO PROCEED

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

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

#### F.6 WORKING HOURS

The Contractor shall perform all work during 09:00 hours and 17:00 hours from Monday through Friday except for the holidays identified in Sections I.11. The Contracting Officer may approve overtime, weekend, or other hours to remain the schedule. The Contractor shall give 24 hours advance notice to the Contracting Officer, who may consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase if initiated by the Contractor.

#### F.7 EXCUSABLE DELAYS

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

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,

- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,
- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment and
- (12) unusually severe weather.

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

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

#### F.8 POST AWARD CONFERENCE

The Government will hold a post award conference ten (10) days after contract award at 11-5, Nishitenma 2-chome, Kita-ku, Osaka, Management Section in the American Consulate General Osaka-Kobe to discuss the location and type of residences to be serviced, submittals, personnel issues, procedures and other important matters concerning the contract.

### SECTION G- CONTRACT ADMINISTRATION DATA

#### G.1 652.242-70 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) or the Government Technical Monitor. 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 and the Government Technical Monitor is the General Services Assistant at the U.S. Consulate General Osaka-Kobe.

##### G.1.1 DUTIES

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

#### G.2 PAYMENT

The Contractor shall submit invoices to:  
American Embassy Tokyo  
Attn: Financial Management Center  
1-10-5 Akasaka, Minato-ku, Tokyo 107-8420 Japan

#### G.2.1 GENERAL

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

#### G.2.2 DETAIL OF PAYMENT REQUESTS

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

#### G.2.3 PAYMENTS TO SUBCONTRACTORS

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

#### G.2.4 EVALUATION BY THE CONTRACTING OFFICER

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

#### G.2.5 ADDITIONAL WITHHOLDING

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

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

#### G.2.6 PAYMENT

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

#### G.3 RECORDKEEPING REQUIREMENTS

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

- (a) Contractor's Service Report forms, documenting arrival and departure time of the contractor's representative performing the service and all information on parts installed for major repairs only.
- (b) Documentation of any complaints from post personnel or unusual incidents that may have taken place during the visit to the site.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 ORDERING OFFICIAL

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

### H.2 INSURANCE

#### H.2.1 AMOUNT OF INSURANCE

The Contractor is required to provide whatever insurance is legally necessary under Section I, 52.228-5, "Insurance - Work on a Government Installation." The Contractor shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

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

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

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

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

- (a) any property of the Contractor,
- (b) its officers,
- (c) agents,
- (d) servants,
- (e) employees, or
- (f) any other person, arising from and incident to the Contractor's performance of this contract.

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



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

#### H.2.2 GOVERNMENT AS ADDITIONAL INSURED

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

#### H.3 TIME FOR SUBMISSION OF EVIDENCE OF INSURANCE

The Contractor shall provide evidence of the insurance within ten (10) days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

#### H.4 GOVERNING LAW

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

#### H.5 LAWS AND REGULATIONS

##### H.5.1 COMPLIANCE REQUIRED

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

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

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

##### H.5.2 LABOR, HEALTH AND SAFETY LAWS AND CUSTOMS

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, unless doing so would be inconsistent with the requirements of this contract.

##### H.5.3 SUBCONTRACTORS

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

##### H.5.4 EVIDENCE OF COMPLIANCE

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

## H.6 RESPONSIBILITY OF CONTRACTOR

### H.6.1 DAMAGE TO PERSONS OR PROPERTY

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

### H.6.2 RESPONSIBILITY FOR WORK PERFORMED

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

## H.7 MAINTENANCE OPERATIONS

### H.7.1 OPERATIONS AND STORAGE AREAS

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

(b) Reserved.

## H.8 SAFETY

## H.9 SUBCONTRACTORS AND SUPPLIERS

### H.9.1 CLAIMS AND ENCUMBRANCES

The Contractor shall satisfy all lawful claims of any persons or entities employed by the Contractor, including:

(a) subcontractors,

(b) material men and laborers,

for all labor performed and materials furnished under this contract, including the applicable warranty or correction period.

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

### H.9.2 APPROVAL OF SUBCONTRACTORS

(a) Review and Approval. The Government reserves the right to review proposed subcontractors for a period of five (5) days before providing notice of approval or rejection.

(b) Rejection of Subcontractors. The Government reserves the right to reject any or all subcontractors proposed if their participation in the project may cause damage to the national security interests of the

United States. The Contractor agrees to promptly replace any subcontractor rejected by the Government under this clause.

## H.10 CONTRACTOR PERSONNEL

### H.10.1 REMOVAL OF PERSONNEL

The Contractor shall:

- (a) maintain discipline at the site and at all times;
- (b) take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site; and
- (c) take all reasonable precautions for the preservation of peace and protection of persons and property in the neighborhood of the project against unlawful, riotous, or disorderly conduct.

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

- (a) incompetent,
- (b) careless,
- (c) insubordinate or
- (d) otherwise objectionable, or
- (e) whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

### H.10.2 MAINTENANCE PERSONNEL SECURITY

After award of the contract, the Contractor has ten (10) calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct security checks. It is anticipated that security checks will take 30 days to perform. For each individual the list shall include:

- (a) Full Name
- (b) Place and Date of Birth
- (c) Current Address
- (d) Identification number
- (e) Covid-19 vaccination certificate

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

## H.11 MATERIALS AND EQUIPMENT

### H.11.1 SELECTION AND APPROVAL OF MATERIALS

(a) Standard of Quality. All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

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

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

unless otherwise required by the Contracting Officer.

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

#### H.11.2 CUSTODY OF MATERIALS

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

#### H.12 SURPLUS MATERIALS

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

#### H.13 SPECIAL WARRANTIES

##### H.13.1 SPECIAL WARRANTY OBLIGATIONS

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

##### H.13.2 WARRANTY INFORMATION

The Contractor shall obtain and furnish to the Government all information that is required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in

sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

#### H.14 NONCOMPLIANCE WITH CONTRACT REQUIREMENTS

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

### SECTION I - CONTRACT CLAUSES

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

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

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

The following Federal Acquisition Regulation clauses are incorporated by reference:

| <u>CLAUSE</u> | <u>TITLE AND DATE</u>   |
|---------------|---|
| 52.202-1      | DEFINITIONS (JUN 2020)  |
| 52.203-3      | GRATUITIES (APR 1984)   |
| 52.203-5      | COVENANT AGAINST CONTINGENT FEES (MAY 2014)   |
| 52.203-6      | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)                            |
| 52.203-8      | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) |
| 52.203-10     | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)                         |
| 52.203-12     | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)                 |

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS (JUN 2020)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION (JUN 2020)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA-MODIFICATIONS (JUN 2020)
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) Alternate I (FEB 1997)

- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (OCT 2020)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
- 52.225-5 TRADE AGREEMENTS (OCT 2019)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.228-3 WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- 52.228-4 WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-11 PLEDGES OF ASSETS (FEB 2021)
- 52.228-13 ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
- 52.228-14 IRREVOCABLE LETTERS OF CREDIT (NOV 2014)
- 52.229-6 TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-17 INTEREST (MAY 2014)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-25 PROMPT PAYMENT (JAN 2017)
- 52.232-32 PERFORMANCE BASED PAYMENTS (APR 2012)

- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-3 SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-8 OTHER CONTRACTS (APR 1984)
- 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) Alternate II (APR 1984)
- 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)



- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.248-1 VALUE ENGINEERING (JUN 2020)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2. FEDERAL ACQUISITION REGULATION CLAUSES PROVIDED IN FULL TEXT

The following FAR clauses are provided in full text:

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

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423 (The Act)), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Public Law 104-106), the Government may-
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which-
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.213-4 TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) (DEC 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) [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)).
  - (ii) [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).
  - (iii) [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).
  - (iv) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
  - (v) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
  - (vi) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).
  - (vii) [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).
  - (viii) [52.233-3](#), Protest After Award (AUG 1996) ( [31 U.S.C.3553](#)).
  - (ix) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub.L.108-77, 108-78 ( [19 U.S.C. 3805 note](#))).
- (2) Listed below are additional clauses that apply:
  - (i) [52.232-1](#), Payments (APR 1984).
  - (ii) [52.232-8](#), Discounts for Prompt Payment (FEB 2002).
  - (iii) [52.232-11](#), Extras (APR 1984).
  - (iv) [52.232-25](#), Prompt Payment (JAN 2017).
  - (v) [52.232-39](#), Unenforceability of Unauthorized Obligations (JUN 2013).
  - (vi) [52.232-40](#), Providing Accelerated Payments to Small Business Subcontractors (NOV 2021).
  - (vii) [52.233-1](#), Disputes (MAY 2014).
  - (viii) [52.244-6](#), Subcontracts for Commercial Products and Commercial Services (DEC 2022).
  - (ix) [52.253-1](#), Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

- (1) The clauses listed below implement provisions of law or Executive order:
  - (i) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020)(Pub. L. 109-282) ( [31 U.S.C. 6101 note](#)) (Applies to contracts valued at or above the threshold specified in FAR [4.1403](#)(a) on the date of award of this contract).
  - (ii) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126) (Applies to contracts for supplies exceeding the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract).
  - (iii) [52.222-20](#), Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment (JUN 2020) ( [41 U.S.C.chapter 65](#)) (Applies to supply contracts over the threshold specified in FAR 22.602 on the date of award of this contract, in the United States, Puerto Rico, or the U.S. Virgin Islands).
  - (iv) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ( [38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).
  - (v) [52.222-36](#), Equal Employment for Workers with Disabilities (JUN 2020) ( [29 U.S.C. 793](#)) (Applies to contracts over the threshold specified in FAR [22.1408](#)(a) on the date of award of this contract, unless the work is to be performed outside the United States by employees recruited

outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ( [38 U.S.C. 4212](#)) (Applies to contracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of award of this contract).

(vii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ( [41 U.S.C. chapter 67](#)) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)

(A) [52.222-50](#), Combating Trafficking in Persons (NOV 2021) ( [22 U.S.C. chapter 78](#) and E.O. 13627) ( Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*))).

(x) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706) (Applies when [52.222-6](#) or [52.222-41](#) are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))

(xi) [52.223-5](#), Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xii) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR [23.804](#)(a)(1)).

(xiii) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiv) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ( [42 U.S.C. 8259b](#)) (Unless exempt pursuant to [23.204](#), applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP)) will be-

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xv) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xvi) [52.223-21](#), Foams (JUN 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant

blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvii)

(A) [52.225-1](#), Buy American-Supplies (OCT 2022) ( [41 U.S.C. chapter 67](#)) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold, as defined in [2.101](#) on the date of award of this contract, and the acquisition-

(1) Is set aside for small business concerns; or

(2) Cannot be set aside for small business concerns (see [19.502-2](#)), and does not exceed \$50,000).

(B) *Alternate I* (OCT 2022)

(xviii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)) (Applies to contracts greater than the threshold specified in FAR [26.404](#) on the date of award of this contract, that provide for the provision, the service, or the sale of food in the United States).

(xix) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2013)(Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) as its source of EFT information).

(xx) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information).

(xxi) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) ( [46 U.S.C. 55305](#))(Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at [47.504](#)(d)).

(2) Listed below are additional clauses that may apply:

(i) [52.204-21](#), Basic Safeguarding of Covered Contractor Information Systems (NOV 2021) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.)

(ii) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (Applies to contracts over the threshold specified in FAR [9.405-2](#)(b) on the date of award of this contract).

(iii) [52.211-17](#), Delivery of Excess Quantities (*Sept* 1989) (Applies to fixed-price supplies).

(iv) [52.247-29](#), F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) [52.247-34](#), F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) 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>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

I.3 52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

- (a) *Definitions.* As used in this clause—
- Foreign person* means any person other than a United States person.
- United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—
- (1) A citizen or resident of the United States;
  - (2) A domestic partnership;
  - (3) A domestic corporation;
  - (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#)); and
  - (5) Any trust if-

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

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

(c) (1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at [www.irs.gov/w14](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), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

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

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

- (1) Included in the contract price; nor
- (2) Reimbursed.

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

#### I.4. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is

contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

## DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

### I.5 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 e-mail.

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

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

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

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

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

### I.6 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)

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

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at

<http://www.state.gov/m/ds/rls/rpt/c21664.htm>

### I.7 652.215-70 EXAMINATION OF RECORDS

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

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

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

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

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

### I.8 652.225-71 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

(5) 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;

(6) 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,

(7) 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.

I.9 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 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

I.10 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

- (a) The Contractor warrants the following:
  - (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
  - (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
  - (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

I.11 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

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

U.S. Federal Holidays;

\*1st January, unless this day falls on a weekend (New Year's Day),  
third Monday in January (Martin Luther King, Jr. Day),  
third Monday in February (President's Day),  
last Monday in May (Memorial Day),  
4th July, unless this day falls on a weekend, (Independence Day), first Monday in September (Labor Day),  
\*second Monday in October (Columbus Day),  
11th November unless this day falls on a weekend (Veteran's Day),  
fourth Thursday in November (Thanksgiving Day), and  
25th December, unless this day falls on a weekend (Christmas Day).

Japanese National Holidays;

\*1st January, (New Year's Day or Ganjitsu),  
second Monday in January (Adult's Day or Seijin-no-hi),  
11th February, unless this day falls on Sunday (National Foundation Day or Kenkoku Kinen-no-hi),  
23<sup>rd</sup> February, unless this day fall on Sunday (Emperor's Birthday or Tennou Tanjou-bi)  
21<sup>st</sup> March, unless this day falls on Sunday (Spring Vernal Equinox Day or Shunbun-no-hi),  
29th April, unless this day falls on Sunday (Showa-no-hi),  
3rd May, unless this day falls on Sunday (Constitution Day or Kenpou Kinen-bi),  
4th May, unless this day falls on Sunday (Greenery Day or Midori-no-hi),  
5th May, unless this day falls on Sunday (Children's Day or Kodomo-no-hi),  
22<sup>nd</sup> July (Marine Day or Umi-no-hi),  
11<sup>th</sup> August, unless this day falls on Sunday (Mountain Day),  
third Monday in September (Respect for the Aged Day or Keirou-no-hi),  
23rd September, unless this day falls on Sunday (Autumn Vernal equinox Day or Shuubun-no-hi),  
10<sup>th</sup> October, unless this day falls on Sunday (Sports Day or Supoutsu-no-hi)  
3rd November, unless this day falls on Sunday (Culture Day or Bunka-no-hi) and  
23rd November, unless this day falls on Sunday (Labor Thanksgiving Day or Kinrou Kanshya-no-hi).

\*Day that holiday overlaps in both countries.

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

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

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

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

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

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

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

I.12 652.242-73 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.

I.13 652.243-70 NOTICES (AUG 1999)

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

SECTION J- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1 – Drawings (to be provided at the site visit)

Attachment 2 - Security form

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

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

- (a) The offeror certifies that -
  - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor

relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

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

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

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

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

(d) Taxpayer Identification Number (TIN)

|      |   |
|------|---|
| TIN: |   |
|      | TIN has been applied for  |
|      | TIN is not required because:  |
|      | Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S. |
|      | Offeror is an agency or instrumentality of a foreign government   |
|      | Offeror is an agency or instrumentality of the Federal Government   |

(e) Type of Organization

|  |  |
|--|--|
|  | Sole Proprietorship                            |
|  | Partnership                                    |
|  | Corporate Entity (not tax exempt)              |
|  | Corporate Entity (tax exempt)                  |
|  | Government entity (Federal, State or local)    |
|  | Foreign Government                             |
|  | International organization per 26 CFR 1.6049-4 |
|  | Other:   |

(f) Common Parent

|  |   |
|--|---|
|  | Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause. |
|  | Name and TIN of common parent   |

|      |  |
|------|--|
| Name |  |
| TIN  |  |

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_.

(2) The small business size standard is \_\_\_\_\_.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

- (A) The acquisition is to be made under the simplified acquisition procedures in part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;

- (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
  - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

\_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

\_\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted



electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

K.5 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.

K.6 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.

K.7 RESERVED

K.8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS’ REPRESENTATION (NOV 2015)

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

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

(c) *Representation.* The Offeror represents that.

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

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

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

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

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

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

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract;

violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and

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

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

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

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

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

(2) Examples.

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

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

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

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

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

(2) “Principal,” for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

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

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

\_\_\_\_\_ (1) The Offeror certifies that—

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

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

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

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

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

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

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

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

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

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or  
(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

- (i) Waived application under U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as

suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

K.12 AUTHORIZED CONTRACT ADMINISTRATOR

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_  
\_\_\_\_\_

K. 13 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—



“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under Section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in Section 4(9) of such Act.

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

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

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

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

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

(a) Definitions. As used in this provision:

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

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

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

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

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

K.15 RESERVED

K.16 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>.**

K.17 THE FOLLOWING PROVISION IS INCORPORATED BY REFERENCE:

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

| <u>PROVISION</u> | <u>TITLE AND DATE</u>                                      |
|------------------|--|
| 52.204-7         | SYSTEM FOR AWARD MANAGEMENT (OCT 2016)                     |
| 52.204-16        | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) |
| 52.209-7         | INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)    |
| 52.214-34        | SUBMISSION OF OFFERS IN ENGLISH LANGUAGE (APR 1991)        |

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

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

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

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

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

L.3 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

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

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

L.4 SUBMISSION OF OFFERS

L.4.1 GENERAL

This solicitation is for the performance of the construction services described in Section C-DESCRIPTION/SPECIFICATIONS/WORK STATEMENT and the Attachments that are a part of this solicitation.

#### L.4.2 SUMMARY OF INSTRUCTIONS

Each offer must consist of one copy of the following:

- (1) Standard Form (SF) 18 and completed Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.
- (2) Price Proposal - completed Section B.4 - SUPPLIES OR SERVICES AND PRICES/COSTS.
- (3) Price Proposal Breakdown

#### L.4.3 DETAILED INSTRUCTIONS

L.4.3.1 Volume I: Standard Form (SF) 18 and Section K. Complete Blocks 11(f), 13a, 14, 15, 16a, 16b, and 16c of SF-18.

L.4.3.2 Volume II: Price proposal in Section B.4. All applicable portions of this form shall be completed in each relevant category (such as labor, materials, etc.).

#### L.5 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for April 17, 2023, at 10:00 a.m.
- (c) Participants will meet at the Mansfield Housing Compound in Nishinomiya, Hyogo.
- (d) Participants who wish to attend must submit individual name(s), company name and address, telephone and fax number to Yasuhiro Fukuma via e-mail at [fukumayx@state.gov](mailto:fukumayx@state.gov) no later than 16:00 p.m., April 14, 2023, to arrange entry to the property.

#### L.6 PREPROPOSAL CONFERENCE

A pre-proposal conference to discuss the requirements of this solicitation will be held on April 17, 2023, at 10:00 a.m. at the Mansfield Housing Compound in Nishinomiya, Hyogo. Offerors are urged to submit written questions using the address provided on the solicitation cover page of this solicitation. Attendees should bring written questions to the conference as well. As time permits and after the Consulate discusses the solicitation and written questions are answered, oral questions may be taken.

#### L.7 652.206-70 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, Management Officer, at Tel: 06-6315-5913 or Fax: 03-6315-5990. 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.

#### L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be less than \$200,000.

### SECTION M - EVALUATION FACTORS FOR AWARD

#### M.1 EVALUATION OF PROPOSALS

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

#### M.2. BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to **the lowest priced, technically acceptable offeror** who is a responsible contractor. The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.503.

#### M.3 AWARD SELECTION

The Government will review the prices of all **technically acceptable firms** and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section K, the Government may award based on initial offers, without discussions.

M.4 SEPARATE CHARGES

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

M.5 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

Attachment 1

(Drawings to be provided at the site visit)





## Regional Security Office Osaka Security Form

Please type or write in legible block letters.

Use number 19 if you need extra space for your detailed answers.

和文・英文両方で明確に書いて下さい。英文に関しては、タイプするか活字体で記入して下さい。

(記入欄が不足した場合には、設問19にそれぞれの番号を付した上、ご記入ください。)

1. Name

氏名

 \_\_\_\_\_  
 (LAST /苗字) / (First/名前) / (Middle)

2. Alias/Maiden name

別姓・旧姓

\_\_\_\_\_

3. Date of Birth

生年月日

Year

年

Month

月

Day

日

4. Nationality 国籍

\_\_\_\_\_

## 5. Marital Status 婚暦

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

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

\_\_\_\_\_

7. Permanent

Address

本籍地

 \_\_\_\_\_  
 \_\_\_\_\_

8. Present Address

現住所

〒

 \_\_\_\_\_  
 \_\_\_\_\_

9. TEL :

CELL:

EMAIL:

\_\_\_\_\_

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

Duration 期間

Address 住所

(例'98年4月～'00年9月

〒107-0051 東京都港区赤坂1-10-5)

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PHOTO

## 11. Last Education (最終学歴)

| DATES | NAME OF SCHOOL | DEPARTMENT, MAJOR | ADDRESS |
|-------|----------------|-------------------|---------|
| ～     |                |                   |         |
| 期間    | 学校名            | 学部・学科             | 住所      |
| ～     |                |                   |         |

12. Employments of past 7 years. From present to past. (過去7年間の職業。新しい順に)  
(From/ To/ Name of Company / Address, 期間/会社名/所在地)

| Dates/期間 | Name of Company/ 就業先名 | Address and Phone Number/ 郵便番号、住所、電話番号 |
|----------|-----------------------|--|
| ～        |                       |  |
| ～        |                       |  |
| ～        |                       |  |
| ～        |                       |  |
| ～        |                       |  |
| ～        |                       |  |

## 13. Biological Sketch (Parents, Spouse, Children, Siblings, In-Laws)

家族構成(両親、配偶者、子供、兄弟姉妹、義父母)

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

14. Three References residing in Japan: **Do not include family or relatives.**

(日本在住の参考人3名、郵便番号、住所、電話番号及びEメールアドレス。家族及び親戚を除く。)

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

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

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

17. Have you ever been arrested or detained by any police or military authority? If so, name the authority, give the time, place and reason for arrest or detention and the disposition of court action.

警察に逮捕されたことがありますか？あれば警察名、年月日、場所、理由、処分等を記入してください。

18. Draw a map of your residence to the nearest train station using the space below.

最寄りの駅より自宅までの地図を詳細に書いて下さい。

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

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

This is to certify that the information provided herein is true to the best of my knowledge.

以上相違ありません。

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Signature (署名)

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Date (日付)