



**Embassy of the United States of America**

**Tokyo, Japan**

March 16, 2023

Dear Prospective Offerors:

Subject: Request for Quotations (RFQ) Number 19JA8023Q0014  
Medical Examination Services

Enclosed is a Request for Quotations (RFQ) for medical examination services. If you would like to submit quotation, follow the instructions in Section 3 of the RFQ, complete the required portions of the attached document, and submit it to the email address shown on the next page of this letter.

The U.S. Government intends to award an indefinite-delivery, indefinite-quantity (IDIQ) type contract to the responsible company submitting an acceptable offer at the lowest price. The U.S. Embassy Tokyo intends to award the contract 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.

1. Pre-proposal Conference:

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

Date: **Tuesday, March 28, 2023**  
Time: **From 10:00 a.m. to on/about 12:00 noon (JST)**  
Location: Meet in front of the Reception Area of the U.S. Embassy, 1-10-5 Akasaka, Minato-ku, Tokyo 107-8420.

(b) Prospective offerors should contact Miho Hama via email at [HamaMX@state.gov](mailto:HamaMX@state.gov) by **10:00 a.m., Wednesday, March 22, 2023 (JST)** and submit individual name(s), company name/address, telephone/fax numbers, and email address to arrange entry to the Embassy building and housing compound.

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

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

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

(e) Photography is NOT ALLOWED. If needed, approved photos will be provided on the Embassy's website.

2. Questions:

Following the conference, offerors may submit questions (in English) regarding this RFQ by **15:00 p.m., Thursday, March 30, 2023 (JST)** via email to [HamaMX@state.gov](mailto:HamaMX@state.gov). All questions will be consolidated, and one response document will be prepared and posted on the Embassy's website, the same website from where you obtained the solicitation documents.

3. Proposals:

Proposals are due by **11:00 a.m., Tuesday, April 11, 2023 (JST)**. 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 electronically to Miho Hama via email to [HamaMX@state.gov](mailto:HamaMX@state.gov). The e-mail size must not exceed 15MB. If the e-mail size should exceed the 15MB, the submission must be made in separate e-mails less than 15MB each. After submission of proposal, offerors shall contact Miho Hama by phone (Mobile: 090-1110-9310 or Office: 03-3224-5754) or email to confirm the receipt of proposal.

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.

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

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


Sincerely,



Shelton C. Bowers  
Contracting Officer

Enclosure:

Request for Quotations 19JA8023Q0014

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER PR11369742/PR1143786		PAGE 1 OF <b>66</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE <b>See 31c below</b>		4. ORDER NUMBER		5. SOLICITATION (Request for Quotations) NUMBER <b>19JA8023Q0014</b>	
6. SOLICITATION ISSUE DATE <b>March 16, 2023</b>		7. FOR SOLICITATION INFORMATION CALL: 		a. NAME <b>Miho Hama</b>		b. TELEPHONE NUMBER(No collect calls) <b>03-3224-5754</b>	
8. OFFER DUE DATE/LOCAL TIME <b>April 11, 2023 11:00 a.m.</b>		9. ISSUED BY <b>Procurement/Contracting Office U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420 Japan</b>		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:		<input type="checkbox"/> SET ASIDE: ___ % FOR:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO CODE		16. ADMINISTERED BY <b>Procurement/Contracting Office U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420, Japan</b>		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
17a. CONTRACTOR/OFFERER CODE		18a. PAYMENT WILL BE MADE BY <b>Financial Management Center U.S. Embassy Tokyo 1-10-5 Akasaka Minato-ku, Tokyo 107-8420</b>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.	
TELEPHONE NO.		FAX NO.		20. SCHEDULE OF SUPPLIES/SERVICES <b>(See Page 2 of Standard Form 1449)</b> <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		21. QUANTITY	
25. ACCOUNTING AND APPROPRIATION DATA <b>Funding provided on individual task orders.</b>		26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>¥0</b>		22. UNIT		23. UNIT PRICE	
<input checked="" type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		24. AMOUNT		<input checked="" type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE ORIGINAL COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE RFQ NO. 19JA80-23-Q-0014, OFFER DATED _____, YOUR OFFER ON SOLICITATION, INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <b>Shelton C. Bowers</b>		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Indefinite-delivery indefinite-quantity (IDIQ) type contract for obtaining medical examination services for local employed staff and official residence employee of the U.S. Embassy Tokyo in accordance with terms and conditions of Contract.</p> <p>See the Pricing Tables - Subsection 1.1.4 Prices.</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>Mayumi Sato</b> <b>Human Resources Assistant</b>
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>Human Resources Office</b> <b>U.S. Embassy Tokyo</b> <b>1-10-5 Akasaka</b> <b>Minato-ku, Tokyo 107-8420</b> <b>Japan</b>	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE <b>03-3224-5650</b>
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE <a href="mailto:SatoMX@state.gov">SatoMX@state.gov</a>

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY
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41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
	42b. RECEIVED AT ( <i>Location</i> )	
	42c. DATE REC'D ( <i>YY/MM/DD</i> )	42d. TOTAL CONTAINERS
	41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE

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## SECTION 1: The Schedule

### 1.1 Continuation to SF-1449, Request for Quotations (RFQ) Number 19JA80-23-Q-0014, Blocks 23, Unit Price, and 24, Amount

#### 1.1.1 Performance Work Statement

(1) The Contractor shall provide annual medical examination services for the local employed staff and official residence employees of the U.S. Embassy, located at 1-10-5 Akasaka, Minato-ku, Tokyo, Japan.

(2) This is an indefinite-delivery indefinite-quantity (IDIQ) type contract. The U.S. Government will order all services under this contract on a Task Order, Form "OF-347" (see Attachment 1: Sample Task Order Form), issued by the Contracting Officer, as the need arises.

(3) The contract will be for a one-year period from June 1, 2023, through May 31, 2024, and four one-year periods at the option of the U.S. Government.

1.1.2 Contract Minimum and Maximum Amounts. Because the services to be ordered under this contract are indefinite-delivery/indefinite-quantity in nature, this contract establishes the following minimum and maximum amounts:

(1) Contract Minimum. During this contract period, the U.S. Government shall place orders totaling a minimum of 350,000 yen. This reflects the contract minimum for the base year and for each option period.

(2) Contract Maximum. During this contract period, the total amount of all orders placed under this contract shall not exceed 4,500,000 yen. This reflects the contract maximum for the base year and for each option period.

1.1.3 The U.S. Embassy is exempt from Japanese consumption taxes; therefore, such taxes shall not be charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. For non-Designated Stores, please visit the following link for registration: [https://www.mofa.go.jp/mofaj/ms/po/page22\\_003420.html](https://www.mofa.go.jp/mofaj/ms/po/page22_003420.html)

1.1.4 Prices

All prices are in Japanese Yen and the U.S. Government will make payment in Japanese Yen for all completed and accepted work.

(1) **Base Year - Effective June 1, 2023, through May 31, 2024**

A. Annual Medical Examination (see Subsection 1.2.1):

	*Estimated Annual Quantity of Person	Price per X Person	= Estimated Annual Price
(a) For age 40 and above, and age 35	300	¥ _____	¥ _____
(b) For age 34 and below, and Age 36 - 39	50	¥ _____	¥ _____
(c) Stool Test (Food handlers only)	15	¥ _____	¥ _____
(d) Second Medical Exam for late-night employees	10	¥ _____	¥ _____

B. Fitness-for-Duty Consultation (see Subsection 1.2.2):

*Estimated Annual Quantity of Person	Price per X Person	= Estimated Annual Price
10	¥ _____	¥ _____

\* Estimated Annual Quantity of Person is for evaluation purposes only.

C. Estimated total Annual Price for Base Year:

¥ \_\_\_\_\_

**(2) First Option Year - June 1, 2024, through May 31, 2025**

A. Annual Medical Examination (see Subsection 1.2.1):

	*Estimated Annual Quantity of Person	Price per X Person	= Estimated Annual Price
(a) For age 40 and above, and age 35	300	¥_____	¥_____
(b) For age 34 and below, and Age 36 - 39	50	¥_____	¥_____
(c) Stool Test (Food handlers only)	15	¥_____	¥_____
(d) Second Medical Exam for late-night employees	10	¥_____	¥_____

B. Fitness-for-Duty Consultation (see Subsection 1.2.2):

*Estimated Annual Quantity of Person	Price per X Person	= Estimated Annual Price
10	¥_____	¥_____

\* Estimated Annual Quantity of Person is for evaluation purposes only.

C. Estimated total Annual Price for First Option Year:

¥\_\_\_\_\_



**(3) Second Option Year - June 1, 2025, through May 31, 2026**

A. Annual Medical Examination (see SUBSECTION 1.2.1):

	*Estimated Annual Quantity of Person	Price per X Person	Estimated = Annual Price
(a) For age 40 and above, and age 35	300	¥_____	¥_____
(b) For age 34 and below, and Age 36 - 39	50	¥_____	¥_____
(c) Stool Test (Food handlers only)	15	¥_____	¥_____
(d) Second Medical Exam for late-night employees	10	¥_____	¥_____

B. Fitness-for-Duty Consultation (see SUBSECTION 1.2.2):

*Estimated Annual Quantity of Person	Price per X Person	Estimated = Annual Price
10	¥_____	¥_____

\* Estimated Annual Quantity of Person is for evaluation purposes only.

C. Estimated total Annual Price for Second Option Year:

¥\_\_\_\_\_

**(4) Third Option Year - June 1, 2026, through May 31, 2027**

A. Annual Medical Examination (see SUBSECTION 1.2.1):

	*Estimated Annual Quantity of Person	Price per X Person	Estimated = Annual Price
(a) For age 40 and above, and age 35	300	¥_____	¥_____
(b) For age 34 and below, and Age 36 - 39	50	¥_____	¥_____
(c) Stool Test (Food handlers only)	15	¥_____	¥_____
(d) Second Medical Exam for late-night employees	10	¥_____	¥_____

B. Fitness-for-Duty Consultation (see SUBSECTION 1.2.2):

*Estimated Annual Quantity of Person	Price per X Person	Estimated = Annual Price
10	¥_____	¥_____

\* Estimated Annual Quantity of Person is for evaluation purposes only.

C. Estimated total Annual Price for Third Option Year:

¥\_\_\_\_\_

**(5) Fourth Option Year - June 1, 2027, through May 31, 2028**

A. Annual Medical Examination (see SUBSECTION 1.2.1):

	*Estimated Annual Quantity of Person	Price per X Person	Estimated = Annual Price
(a) For age 40 and above, and age 35	300	¥ _____	¥ _____
(b) For age 34 and below, and Age 36 - 39	50	¥ _____	¥ _____
(c) Stool Test (Food handlers only)	15	¥ _____	¥ _____
(d) Second Medical Exam for late-night employees		¥ _____	¥ _____

B. Fitness-for-Duty Consultation (see SUBSECTION 1.2.2):

*Estimated Annual Quantity of Person	Price per X Person	Estimated = Annual Price
10	¥ _____	¥ _____

\* Estimated Annual Quantity of Person is for evaluation purposes only.

C. Estimated total Annual Price for Fourth Option Year:

¥ \_\_\_\_\_

(6) Estimated Grand Total Price ((1)C+(2)C+(3)C+(4)C+(5)C above):

¥ \_\_\_\_\_

1.2 Continuation to SF-1449, Request for Quotations (RFQ) Number 19JA80-23-Q-0014, Block 20, Schedule of Supplies/Services

The Contractor shall provide annual medical examinations to approximately 350 Locally Employed Staff and Official Residence Employees of the U.S. Embassy in Tokyo, Japan, as required by the Japanese Occupational Safety and Health Administration Law (see Attachment 2: Medical Examination Items Required by Law). Approximately 7 telephone operators who work in shift schedule between 10:00 p.m. and 5:00 a.m. are required to take medical examinations twice a year. Upon request by the U.S. Government, the Contractor shall also provide fitness-for-duty consultations. The Contractor shall provide medical services in English for non-Japanese speaking employees.

1.2.1 Annual Medical Examination

(1) The U.S. Government will provide a list of employees prior to the examination, and the Contractor shall provide examination items required by law and may not omit any items other than those stated in this contract without consent from the U.S. Government.

(2) In principle, annual medical examinations shall be held during an agreed upon period at the designated medical facility which must be within 20-minute walking distance from the U.S. Embassy.

(3) The Contractor shall submit a price list of optional examinations to the U.S. Government in advance and provide optional medical examinations at the examinees' cost. The Contractor shall designate other medical facilities in conjunction with optional examinations requested by the examinees. The U.S. Government shall not pay for optional medical examinations.

(4) Upon completion of the annual examination, the Contractor shall prepare an examination report, in English for non-Japanese speaking employees, mail to each employee and provide a copy to the U.S. Government. The report shall include a categorical statement required by law concerning the findings resulting from the examination.

(5) The completed forms, X-rays, electrocardiograph, and reports shall be treated as confidential information and maintained at least five years in accordance with the Japanese law. The examinee shall be informed by the physician of any condition that requires further medical attention. The Contractor shall provide additional copies of the report if so required.

(6) Second Medical Examination is for employees who work between 10:00 p.m. and 5:00 a.m. regularly. Same examination items are required as an annual medical examination except chest X-ray.

#### 1.2.2 Fitness-for-Duty Consultation

(1) The Contractor shall appoint a physician who possesses professional knowledge and skills comparable to an industrial physician defined in the Japanese Occupational Safety and Health Administration Law and to provide professional advice and/or report to the U.S. Government related to employees' physical and mental condition. The physician shall be capable to interview, advice or report in English for non-Japanese speaking employees.

(2) The physician shall conduct a fitness-for-duty consultation for employees returning to duty from prolonged sickness or injury at the designated clinic and provide a written assessment and recommendation to the U.S. Government. The U.S. Government will obtain an authorization for release of medical information from employees in advance. The released information is only used for health or personnel management of the specific employee. Other use, sharing, providing, sale and/or transfer of this information are prohibited.

(3) Fitness-for-duty consultation at the designated clinic includes pre-consultation with the U.S. Government management personnel, written assessment and recommendation to the U.S. Government management or referrals to other hospitals when necessary.

(4) Price per Person shall cover up to two follow-up consultations for the same employee with the same illness.

#### 1.2.3 Quality Assurance and Surveillance Plan (QASP)

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

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all medical examination services set forth in SUBSECTION 1.2 Schedule of Supplies/Services	Subsections 1.2.1 and 1.2.2	All required services are performed and no more than two <b>customer complaints are received</b> per month.

(1) Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

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

(3) Procedures.

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

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

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

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

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

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

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

h. Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

## SECTION 2: Contract Clauses

### 2.1 Contract Clauses

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021) IS INCORPORATED BY REFERENCE. (SEE sf-1449, BLOCK 27A)

“None.”

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement



provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_\_\_(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_\_(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ( [41 U.S.C. 3509](#))).

\_\_\_(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

\_\_\_(5) Reserved.

\_\_\_(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( [31 U.S.C. 6101 note](#)).

\_\_\_(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( [41 U.S.C. 2313](#)).

\_\_\_(10) Reserved.

\_\_\_(11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) ( [15 U.S.C. 657a](#)).

\_\_\_(12) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( [15 U.S.C. 657a](#)).

\_\_\_(13) Reserved.

\_\_\_(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_\_(ii) Alternate I (MAR 2020) of [52.219-6](#).

\_\_\_(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ( [15 U.S.C. 644](#)).

\_\_\_(ii) Alternate I (MAR 2020) of [52.219-7](#).

\_\_\_(16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ( [15 U.S.C. 637\(d\)\(2\)](#) and (3)).

\_\_\_(17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).

\_\_\_(ii) Alternate I (Nov 2016) of [52.219-9](#).

\_\_\_(iii) Alternate II (Nov 2016) of [52.219-9](#).

\_\_\_(iv) Alternate III (JUN 2020) of [52.219-9](#).

\_\_\_(v) Alternate IV (SEP 2021) of [52.219-9](#).

\_\_\_(18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_\_(ii) Alternate I (MAR 2020) of [52.219-13](#).

\_\_\_(19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).

\_\_\_(20) [52.219-16](#), Liquidated Damages–Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).

\_\_\_(22) (i) [52.219-28](#), Post Award Small Business Program Representation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_(ii) Alternate I (MAR 2020) of [52.219-28](#).

\_\_\_(23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

\_\_\_(24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).

\_\_\_(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).

\_\_\_(26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).

\_\_\_(27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).

X(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).

\_\_\_(29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

\_\_\_(30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).

\_\_\_(ii) Alternate I (FEB 1999) of [52.222-26](#).

\_\_\_(31) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

\_\_\_(ii) Alternate I (JUL 2014) of [52.222-35](#).

\_\_\_(32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

\_\_\_(ii) Alternate I (JUL 2014) of [52.222-36](#).

\_\_\_(33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

\_\_\_(34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X(35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_(ii) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_(36) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (*Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR [22.1803](#).*)

\_\_\_(37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (*Not applicable to the acquisition of commercially available off-the-shelf items.*)

\_\_\_(ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). *(Not applicable to the acquisition of commercially available off-the-shelf items.)*

\_\_\_(38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

\_\_\_(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

\_\_\_(40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (OCT 2015) of [52.223-13](#).

\_\_\_(41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (JUN2014) of [52.223-14](#).

\_\_\_(42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).

\_\_\_(43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_(ii) Alternate I (JUN 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

\_\_\_(45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).

\_\_\_(46) [52.223-21](#), Foams (JUN2016) (E.O. 13693).

\_\_\_(47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).

\_\_\_(ii) Alternate I (JAN 2017) of [52.224-3](#).

\_\_\_(48) (i) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).

\_\_\_(ii) Alternate I (OCT 2022) of [52.225-1](#).

\_\_\_(49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) ([19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169,  
109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_(ii) Alternate I Reserved.

\_\_\_(iii) Alternate II (DEC 2021) of [52.225-3](#).

\_\_\_(iv) Alternate III (JAN 2021) of [52.225-3](#).

\_\_\_(v) Alternate IV (Oct 2022) of [52.225-3](#).

\_\_\_(50) [52.225-5](#), Trade Agreements (DEC 2022)  
([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X(51) [52.225-13](#), Restrictions on Certain Foreign  
Purchases (FEB 2021) (E.O.'s, proclamations, and statutes  
administered by the Office of Foreign Assets Control of the  
Department of the Treasury).

\_\_\_(52) [52.225-26](#), Contractors Performing Private Security  
Functions Outside the United States (Oct 2016) (Section 862,  
as amended, of the National Defense Authorization Act for  
Fiscal Year 2008; [10 U.S.C. 230](#) note).

\_\_\_(53) [52.226-4](#), Notice of Disaster or Emergency Area Set-  
Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_(54) [52.226-5](#), Restrictions on Subcontracting Outside  
Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_(55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB  
2021).

X(56) [52.232-29](#), Terms for Financing of Purchases  
of Commercial Products and Commercial Services (Nov 2021)  
([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_(57) [52.232-30](#), Installment Payments for Commercial  
Products and Commercial Services (Nov 2021) ([41 U.S.C. 4505](#),  
[10 U.S.C. 2307\(f\)](#)).

X(58) [52.232-33](#), Payment by Electronic Funds Transfer-  
System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

\_\_\_(59) [52.232-34](#), Payment by Electronic Funds Transfer-  
Other than System for Award Management (Jul 2013)  
([31 U.S.C. 3332](#)).

\_\_\_(60) [52.232-36](#), Payment by Third Party (MAY 2014)  
([31 U.S.C. 3332](#)).

\_\_\_(61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

\_\_\_(62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_(63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

\_\_\_(ii) Alternate I (APR 2003) of [52.247-64](#).

\_\_\_(iii) Alternate II (Nov 2021) of [52.247-64](#).

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

\_\_\_(1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

\_\_\_(2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_(4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) ([29U.S.C.206](#) and [41 U.S.C. chapter 67](#)).

\_\_\_(5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_(6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

\_\_\_(7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

\_\_\_(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

\_\_\_\_(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( [42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR [2.101](#), on the date of award of this contract, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

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

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

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

(e)

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

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

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

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

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

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

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

(vii) [52.222-26](#), Equal Opportunity (SEP 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)



(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ( [22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (JAN 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

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

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

(D) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or

Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

(G) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O. 11246).

(H) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).

(I) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).

(J) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(K) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).

(L) \_\_\_(1) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_\_(2) Alternate I (MAR 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(M) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).

(N) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).

(O) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (Executive Order 12989).

(P) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (1) [52.224-3](#), Privacy Training (JAN 2017) ( [5 U.S.C. 552a](#)).

(2) Alternate I (JAN 2017) of [52.224-3](#).

(S) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302](#) Note).

(T) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) ( [42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( [46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

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

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

*United States person*, as defined in [26 U.S.C. 7701\(a\)\(30\)](#), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 7701\(a\)\(31\)](#)); and
- (5) Any trust if-
  - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
  - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

(c)

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

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

### FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

<u>Clause</u>	<u>Title and Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS  
SUBCONTRACTORS (NOV 2021)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND  
COMMERCIAL SERVICES (DEC 2022)

The following FAR clauses are provided in full text:

FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from approximately November 11, 2021, through November 10, 2022 (insert dates).

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

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

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either -
  - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.

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

FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum Order

When the Government requires supplies or services covered by this contract in an amount of less than 350,000 yen, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order



The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of 4,500,000 yen;
  - (2) Any order for a combination of items in excess of 4,500,000 yen; or
  - (3) A series of orders from the same ordering office within three days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The

Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

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

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

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

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

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

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

Funds are not presently available for performance under this contract beyond September 30<sup>th</sup> 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<sup>th</sup> of the current calendar

year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The Following DOSAR Clauses are provided in Full Text:

CONTRACTOR IDENTIFICATION (JULY 2008)

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

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

- 1) use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) clearly identify themselves and their contractor affiliation in meetings;
- 3) identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

DOSAR 652.215-70 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).

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

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

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
  - (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.
- (End of clause)

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

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule. The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

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

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

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

Invoices can be mailed to the following address or submitted electronically to [TokyoInvoices@state.gov](mailto:TokyoInvoices@state.gov).

U.S. Embassy Tokyo  
Attn: FMC Voucher Section  
1-10-5 Akasaka, Minato-ku  
Tokyo 107-8420

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

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

DOSAR 652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (FEB 2015)

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

U.S. Federal Holidays;

\*1<sup>st</sup> January (New Year's Day),  
third Monday in January (Martin Luther King, Jr.'s Birthday),  
third Monday in February (Washington's Birthday),  
last Monday in May (Memorial Day),  
third Monday in June (Juneteenth Independence Day),  
4th July (Independence Day),  
first Monday in September (Labor Day),  
\*second Monday in October (Columbus Day),  
11th November (Veterans Day),  
\*forth Thursday in November (Thanksgiving Day), and  
25th December (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 (National Foundation Day or Kenkou Kinen-no-hi)  
23rd February (Emperor's Birthday or Tennou Tanjou-bi),  
21st March (Spring Vernal Equinox Day or Shunbun-no-hi),  
29th April (Showa-no-hi),  
3rd May (Constitution Day or Kenpou Kinen-bi),  
4th May (Greenery Day or Midori-no-hi),  
5th May (Children's Day or Kodomo-no-hi),  
third Monday in July (Marine Day or Umi-no-hi),  
11th August (Mountain Day or Yama-no-hi),  
third Monday in September (Respect for the Aged Day or Keirou-no-hi),  
23rd September (Autumn Vernal Equinox Day or Shuubun-no-hi),  
\*second Monday in October (Health Sports Day or Taiiku-no-hi),

3rd November (Culture Day or Bunka-no-hi), and  
\*23rd November (Labor Thanksgiving Day or Kinrou Kansha-  
no-hi)

\*Day that holiday overlaps in both countries.

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

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

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

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

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

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

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

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and

wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.  
(End of clause)

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

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

DOSAR 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

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

## SECTION 3: Solicitation Provisions

### 3.1 Solicitation Provision

3.1.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (NOV 2021) is incorporated by reference (see SF-18, BLOCK 11b).

ADDENDUM TO 52.212-1

### 3.1.2 Summary of Instructions

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

- (a) Volume 1 - Standard Form (SF) 1449. Volume 1 consists of completion of blocks 17a, 30a, 30b, and 30c as appropriate;
- (b) Volume 2 - Prices. Volume 2 consists of Subsection 1.1.4 Prices (pages 5 through 9) of the RFQ; and
- (c) SECTION 5 - Representations and Certifications. Volume 3 consists of SECTION 5 (Pages 43 through 66) of the RFQ, complete all portions that are applicable.
- (d) Volume 4 - Proof of Sam Registration. Volume 4 consists a document stating either the SAM registration is "Active" or "ID Assigned" status.

Quotations are due by 11:00 a.m., Tuesday, April 11, 2023 (Japan Standard Time). No quotations shall be accepted after this date/time. All quotations must be in English and incomplete quotations will not be accepted.

Your quotation must be submitted electronically to Miho Hama via email to [HamaMX@state.gov](mailto:HamaMX@state.gov). The e-mail size must not exceed 15MB. If the e-mail size should exceed the 15MB, the submission must be made in separate e-mails less than 15MB each.

After submission of quotation, quoters shall contact Miho Hama by phone (Mobile: 090-1110-9310) or email to confirm the receipt of quotation.

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

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



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

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.237-1	SITE VISIT (APR 1984)

The pre-quotations conference will be held on March 28, 2023 from 10:00am to on/about 12:00am at the U.S. Embassy, located at 1-10-5 Akasaka, Minato-ku, Tokyo. Prospective quoters should provide a list of attendee(s) with individual name(s) and company name, including telephone/fax numbers and e-mail address, to Miho Hama via email at [HamaMX@state.gov](mailto:HamaMX@state.gov) by no later than 10:00 a.m., Wednesday, March 22, 2023 (Japan Standard Time) to arrange entry to the buildings.

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

The following DOSAR provision is provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State's Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and

removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

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

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

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

(End of provision)

## SECTION 4: Evaluation Factors

### 4.1 Evaluation Factors

Award will be made to the lowest priced, responsible offeror. The quoter shall submit a completed solicitation, including SECTIONS 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in Subsection 1.1.4 Prices, and arriving at a grand total, including all options.

Although the award is to be made to the lowest priced quoter, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the quoter is a responsible contractor. Failure of a quoter to comply with a request for this information may cause the U.S. Government to determine the quoter to be non-responsible.

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

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

- Adequate financial resources or the ability to obtain them;
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Necessary organization, experience, and skills or the ability to obtain them;
- Necessary equipment and facilities or the ability to obtain them; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.2 Addendum to Evaluation Factors FAR and DOSAR Provisions not prescribed in Part 12

The following FAR provision is provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

## SECTION 5: Offeror Representations and Certifications

### 5.1 Offeror Representations and Certifications

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

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

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

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

(b) *Prohibition.*

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that

connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the

representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

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

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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



(c) *Representations.*

- (1) The Offeror represents that it \_\_\_does, \_\_\_does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it \_\_\_does, \_\_\_does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.
- (End of provision)

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

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

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

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

*Sensitive technology*—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101](#)(2), with a disability that is service connected, as defined in [38 U.S.C. 101](#)(16).

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

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

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

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

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the*

*representations and certifications posted electronically on SAM.]*

(c) Reserved.

(d) Reserved.

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

(f) Reserved.

(g) Reserved.

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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



not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

*(1) Listed end products.*

Listed End Product      Listed Countries of Origin

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

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

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

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

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) \_\_\_In the United States (*Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States*); or

(2) \_\_\_Outside the United States.

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

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

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

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

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

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

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt

subcontract) to the general public in substantial quantities in the course of normal business operations;

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

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

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

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

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

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

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

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

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

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

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

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

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

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

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

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

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

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

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

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

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

- (i) It \_\_\_is, \_\_\_is not an inverted domestic corporation;  
and
  - (ii) It \_\_\_is, \_\_\_is not a subsidiary of an inverted  
domestic corporation.
- (o) Prohibition on contracting with entities engaging in  
certain activities or transactions relating to Iran.

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

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

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

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

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

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

(i) This solicitation includes a trade agreements  
certification (e.g., [52.212-3\(g\)](#) or a comparable agency  
provision); and

(ii) The offeror has certified that all the offered  
products to be supplied are designated country end  
products.

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

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

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

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

Is the immediate owner owned or controlled by another entity: \_\_\_Yes or \_\_\_No.

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

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

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

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

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

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

(2) The Offeror represents that-

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown").  
Predecessor legal name:\_\_\_\_\_.  
(Do not use a "doing business as" name).

(s) Reserved.

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

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

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

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

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

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

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

(u)

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

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



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

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

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

(2) The Offeror represents that-

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

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

(End of Provision)

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

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

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

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

of the prior sentence, a foreign country does not include an outlying area.

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

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

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

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

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

- (1) It \_\_\_is, \_\_\_is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 \_\_\_a full exemption, or \_\_\_partial or no exemption [*Offeror shall select one*] from the excise tax.

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

- (1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. **For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.**  
(End of provision)

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

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

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

The Following Federal Acquisition Regulation (FAR) Solicitation Provisions are Incorporated by Reference:

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

Attachment 1 - Sample Task Order Form

<b>ORDER FOR SUPPLIES OR SERVICES</b>						PAGE 1	OF 1	PAGES
<b>IMPORTANT: Mark all packages and papers with contract and/or order numbers.</b>								
1. DATE OF ORDER  (to be determined)		2. CONTRACT NO. (if any)  (to be determined)		6. SHIP TO:				
3. ORDER NO.		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE <b>U.S. Embassy</b>				
5. ISSUING OFFICE (Address correspondence to) <b>U.S. Embassy</b>				b. STREET ADDRESS <b>1-10-5 Akasaka</b>		d. STATE		
7. TO:				c. CITY <b>Minato-ku, Tokyo</b>		e. ZIP CODE <b>107-0052</b>		
a. NAME OF CONTRACTOR  (to be determined)				f. SHIP VIA				
b. COMPANY NAME				8. TYPE OF ORDER				
c. STREET ADDRESS				[ ] a. PURCHASE REF YOUR: _____ Please furnish the following on the terms And conditions specified on both sides of This order and on the attached sheet, if Any, including delivery as indicated.		[ ] b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY		e. STATE		f. ZIP CODE				
9. ACCOUNTING AND APPROPRIATION DATA <b>Funds will be obligated at the time an order is placed.</b>				10. REQUISITIONING OFFICE <b>Facility Management Office</b>				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED								
12. F.O.B. POINT <b>Destination</b>			14. GOVERNMENT B/L NO. <b>n/a</b>		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) <b>Indefinite</b>		16. DISCOUNT TERMS <b>Net 30</b>	
13. PLACE OF								
a. INSPECTION <b>See Block 6.</b>		b. ACCEPTANCE <b>See Block 6.</b>						
<b>17. SCHEDULE (See reverse for Rejections)</b>								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)		
	<b>Task Order</b>  Pursuant to the authority of FAR 52.216-18 Ordering, the Contractor shall perform annual medical examination services in accordance with terms and conditions of the contract, effective the start of performance through the completion and final acceptance of the work:  (to be determined)							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
	21. MAIL INVOICE TO:						17(h) TOT. (Cont. pages)	
	a. NAME <b>Financial Management Officer</b>							
	b. STREET ADDRESS (or P.O. Box) <b>1-10-5 Akasaka</b>						17(i) GRAND TOTAL	
c. CITY <b>Minato-ku, Tokyo</b>		d. STATE		e. ZIP CODE <b>107-8420</b>				
22. UNITED STATES OF AMERICA BY (Signature) ►				23. NAME (Name of Contracting Officer) TITLE: CONTRACTING/ORDERING OFFICER				

労働安全衛生法による定期健康診断 (法定検査)  
Medical Examination Items Required by Law

	35歳未満および 36～39歳 Age 34 and younger and between Age 36 to 39	35歳および40歳以上 Age 35 and Age 40 and older	備考 Remarks
<b>測定および診察等 General Measurement and Examination</b>			
身長 Height	○	○	
体重 Weight	○	○	
腹囲 Waist	○	○	
血圧 Blood pressure	○	○	
視力 Vision	○	○	
聴力 (S.W) Hearing	○	○	
BMI Body-Mass Index	○	○	
胸部X線直接撮影 Direct Chest X-ray	○	○	
尿検査 Urinalysis	○	○	尿蛋白、尿糖、ウロビリノーゲン、尿潜血等 Urinary protein/sugar/urobilinogen, uric blood etc.
問診 Interview by doctor	○	○	既往歴、業務歴、自覚症状(メンタルヘルスを含む) の有無等 Medical history, Work history, mental health screening, etc.
心電図 Electrocardiogram		○	
<b>血液検査 Blood test</b>			
脂質 Lipids		○	LDL・HDLコレステロール、中性脂肪等 Low- and High-density lipoprotein cholesterol, serum triglyceride level, etc.
肝機能 Hepatic Function		○	GOT, GPT, γ-GTP, etc.
空腹時血糖 Fasting blood glucose level		○	
赤血球数 Erythrocytes level		○	
ヘモグロビン Hemoglobin level		○	
ヘマトクリット Hematocrit level		○	
血小板数 Platelets level		○	

\*受診者数、100名から320名 Number of Examinee: Between 100 to 320.

\*上記の項目の内、医師が必要でないときと定める時は、法令に基づき各々の項目の全部または一部を省略することができる。  
Examination of all or a part may be omissible as designated by law and with the physician's diagnoses.

\*35歳未満および36～39歳の希望者は、上記血液検査を追加項目として受けられるものとする。(本人負担)

Those who are Age 34 and younger and between Age 36 to 39 may request to take blood test at their own expense.