**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**

**OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30**

<table>
<thead>
<tr>
<th>1. REQUISITION NUMBER</th>
<th>2. CONTRACT NO.</th>
<th>3. AWARD/EFFECTIVE DATE</th>
<th>4. ORDER NUMBER</th>
<th>5. SOLICITATION NUMBER</th>
<th>6. SOLICITATION ISSUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N40084-16-R-6304</td>
<td>20-Sep-2016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. FOR SOLICITATION INFORMATION CALL:</th>
<th>8. OFFER DUE DATE/LOCAL TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. NAME</td>
<td>12:00 PM 20 Oct 2016</td>
</tr>
<tr>
<td>b. TELEPHONE NUMBER</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. ISSUED BY</th>
<th>10. THIS ACQUISITION IS UNRESTRICTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAVFAC FAR EAST</td>
<td></td>
</tr>
<tr>
<td>FEAD SASEBO</td>
<td></td>
</tr>
<tr>
<td>PSC 476 BOX 66</td>
<td></td>
</tr>
<tr>
<td>FPO AP 96322-1160</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED</th>
<th>12. DISCOUNT TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SET ASIDE: % FOR SB</td>
<td></td>
</tr>
<tr>
<td>HUBZONE SB</td>
<td></td>
</tr>
<tr>
<td>8(A)</td>
<td></td>
</tr>
<tr>
<td>SVC-DISABLED VET-OWNED SB</td>
<td></td>
</tr>
<tr>
<td>EMERGING SB</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)</th>
<th>13b. RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>14. METHOD OF SOLICITATION</th>
<th>15. DELIVER TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ</td>
<td>CODE</td>
</tr>
<tr>
<td>IFB</td>
<td></td>
</tr>
<tr>
<td>X RFP</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. ADMINISTERED BY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>17a. CONTRACTOR/OFFEROR</th>
<th>18a. PAYMENT WILL BE MADE BY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>19. ITEM NO.</th>
<th>20. SCHEDULE OF SUPPLIES/ SERVICES</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>21. QUANTITY</th>
<th>22. UNIT</th>
<th>23. UNIT PRICE</th>
<th>24. AMOUNT</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>25. ACCOUNTING AND APPROPRIATION DATA</th>
<th>26. TOTAL AWARD AMOUNT (For Govt. Use Only)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>29. AWARD OF CONTRACT: REFERENCE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>30a. SIGNATURE OF OFFEROR/CONTRACTOR</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)</th>
<th>30c. DATE SIGNED</th>
</tr>
</thead>
</table>

| 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | 31c. DATE SIGNED |

<table>
<thead>
<tr>
<th>31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>TEL:</th>
<th>EMAIL:</th>
</tr>
</thead>
</table>

**AUTHORIZED FOR LOCAL REPRODUCTION**

PREVIOUS EDITION IS NOT USABLE

**STANDARD FORM 1449 (REV 3/2005)**

Prescribed by GSA
FAR (48 CFR) 53.212
**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)**

|-------------|----------------------------------|-------------|---------|----------------|-----------|

**SEE SCHEDULE**

<table>
<thead>
<tr>
<th>32a. QUANTITY IN COLUMN 21 HAS BEEN</th>
<th>32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32c. DATE</th>
<th>32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RECEIVED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSPECTED</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:**

<table>
<thead>
<tr>
<th>32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
<th>32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**33. SHIP NUMBER**

<table>
<thead>
<tr>
<th>34. VOUCHER NUMBER</th>
<th>35. AMOUNT VERIFIED CORRECT FOR</th>
<th>36. PAYMENT</th>
<th>37. CHECK NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARTIAL</td>
<td>FINAL</td>
<td>COMPLETE</td>
<td>PARTIAL</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>38. S/R ACCOUNT NUMBER</th>
<th>39. S/R VOUCHER NUMBER</th>
<th>40. PAID BY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT</th>
<th>41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER</th>
<th>41c. DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>42a. RECEIVED BY (Print)</th>
<th>42b. RECEIVED AT (Location)</th>
<th>42c. DATE REC'D (YY/MM/DD)</th>
<th>42d. TOTAL CONTAINERS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Base Period - Non-Recurring Work

The Contractor shall furnish all labor, material, equipment, transportation and supervision necessary to provide relocatable buildings, furnishings, equipment and associated maintenance and custodial services at Commander, U.S. Fleet Activities Sasebo (CFAS), Japan in accordance with the attached Performance Work Statement (PWS). The price for this Contract Line Item Number (CLIN) is comprised of Exhibit Line Item Number (ELINs) A700 thru A745.

**FOB: Destination**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td></td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### First Option Period - Non-Recurring Work

The Contractor shall furnish all labor, material, equipment, transportation and supervision necessary to provide relocatable buildings, furnishings, equipment and associated maintenance and custodial services at Commander, U.S. Fleet Activities Sasebo (CFAS), Japan in accordance with the attached Performance Work Statement (PWS). The price for this CLIN is comprised of ELINs B700 thru B745.

**FOB: Destination**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td></td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM NO</td>
<td>SUPPLIES/SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------</td>
<td>----------</td>
<td>-------</td>
<td>------------</td>
<td>--------</td>
</tr>
<tr>
<td>0003</td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Second Option Period - Non-Recurring Work**

FFP

The Contractor shall furnish all labor, material, equipment, transportation and supervision necessary to provide relocatable buildings, furnishings, equipment and associated maintenance and custodial services at Commander, U.S. Fleet Activities Sasebo (CFAS), Japan in accordance with the attached Performance Work Statement (PWS). The price for this CLIN is comprised of ELINs C700 thru C745.

FOB: Destination

---

**NET AMT**

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0004</td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Third Option Period - Non-Recurring Work**

FFP

The Contractor shall furnish all labor, material, equipment, transportation and supervision necessary to provide relocatable buildings, furnishings, equipment and associated maintenance and custodial services at Commander, U.S. Fleet Activities Sasebo (CFAS), Japan in accordance with the attached Performance Work Statement (PWS). The price for this CLIN is comprised of ELINs D700 thru D745.

FOB: Destination

---

**NET AMT**
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0005</td>
<td>Forth Option Period-Non-Recurring Work FFP</td>
<td>1</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Contractor shall furnish all labor, material, equipment, transportation and supervision necessary to provide relocatable buildings, furnishings, equipment and associated maintenance and custodial services at Commander, U.S. Fleet Activities Sasebo (CFAS), Japan in accordance with the attached Performance Work Statement (PWS). The price for this CLIN is comprised of ELINs E700 thru E745.

FOB: Destination

---

**DESCRIPTION**

1. The Government intends to make a single award of a firm fixed price, Indefinite Delivery / Indefinite Quantity (IDIQ) contract to provide Temporary Buildings (Relocatable Facilities) with provision of Furnishings and Appliances Equipment, and associated Maintenance and Custodial Services for the Temporary Relocatable Facilities, Furnishings and Equipment at Commander, Fleet Activities, Sasebo (CFAS), Japan per the Performance Work Statement (PWS), Attachment (a).

2. Award under this solicitation will be made to the responsible offeror offering the proposal that represent the best value to the Government. The proposal that is evaluated under the terms of this solicitation as the Lowest Priced Technically Acceptable (LPTA) will be considered the best value. More information on the LPTA source selection method is described in Federal Acquisition Regulation (FAR) 15.101-2.

3. The contract will be for a 12-month Base Period with provisions for four one-year Option Periods for possible total 60-months contract. The planned contract period will be as follows:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Ordering Period</th>
<th>Term (Period of Performance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>BASE YEAR</td>
<td>1 December 2016 – 30 November 2017</td>
</tr>
<tr>
<td>0002</td>
<td>First Option Period</td>
<td>1 December 2017 – 30 November 2018</td>
</tr>
<tr>
<td>0003</td>
<td>Second Option Period</td>
<td>1 December 2018 – 30 November 2019</td>
</tr>
<tr>
<td>0004</td>
<td>Third Option Period</td>
<td>1 December 2019 – 30 November 2020</td>
</tr>
<tr>
<td>0005</td>
<td>Fourth Option Period</td>
<td>1 December 2020 – 30 November 2021</td>
</tr>
</tbody>
</table>

a) If award cannot be made prior to 1 December 2016, the Period of Performances will be adjusted so as to ensure a one-year base period with four one-year option periods for a total...
possible period of performance of 60 months.

b) Each Contract Line Item Number (CLIN) listed in the table above is an Ordering Period. Each ordering period will have a Not-To-Exceed (NTE) amount. The aggregate of all the NTEs for all ordering periods will be the total NTE for the contract. The Government reserves the right to enter into a negotiated bilateral modification of the contract to realign the estimated amounts for any ordering period if it becomes necessary to carry over any unused NTE amounts from a previous ordering period to a subsequent ordering period(s) or bring forward NTE amounts from unexercised option periods.

CLAUSES INCORPORATED BY REFERENCE

52.203-3 Gratuities APR 1984
52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011
52.204-13 System for Award Management Maintenance JUL 2013
52.204-16 Commercial and Government Entity Code Reporting JUL 2015
52.204-18 Commercial and Government Entity Code Maintenance JUL 2015
52.209-7 Information Regarding Responsibility Matters JUL 2013
52.212-1 Instructions to Offerors--Commercial Items OCT 2015
52.212-4 Contract Terms and Conditions--Commercial Items MAY 2015
52.225-14 Inconsistency Between English Version And Translation Of Contract FEB 2000
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications OCT 2015
52.232-40 Providing Accelerated Payments to Small Business Subcontractors DEC 2013
252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011
252.203-7996 (Dev) Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation (Deviation 2016-00003) OCT 2015
252.204-7008 Compliance With Safeguarding Covered Defense Information Controls DEC 2015
252.204-7011 Alternative Line Item Structure SEP 2011
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting DEC 2015
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support MAY 2016
252.215-7008 Only One Offer OCT 2013
252.232-7010 Levies on Contract Payments DEC 2006
252.233-7001 Choice of Law (Overseas) JUN 1997
252.243-7002 Requests for Equitable Adjustment DEC 2012
252.244-7000 Subcontracts for Commercial Items JUN 2013
252.246-7003 Notification of Potential Safety Issues JUN 2013
252.247-7023 Transportation of Supplies by Sea APR 2014
ADDENDUM TO 52.212-1

INSTRUCTIONS TO OFFERORS

1. LOCAL SOURCE RESTRICTIONS

This solicitation is intended for local sources in accordance with FAR 5.202(a)(12). Local sources are those persons or entities normally resident and licensed to conduct business in Japan. Offers from non-local sources will not be considered under this solicitation.

2. CONTRACTOR LICENSING REQUIREMENTS

Any contract resulting from this solicitation will be awarded and performed in its entirety in the country of Japan. Contractors must be duly authorized to operate and conduct business in Japan and must fully comply with all laws, decrees, labor standards, and regulations of Japan during the performance of the contract. Prior to award of any contract, offerors must be registered to do business in Japan and possess a construction license (Kensetsu Gyo Kyoka) issued by the Ministry of Land, Infrastructure and Transport, or prefectural government. Offerors will be required to provide verification of such construction license prior to award of any contract to the contracting officer if such information is not already on file with or available to the contracting officer. In the case of offers from a joint venture, at least one of the joint venturers must possess and provide verification of such construction license prior to award.

3. CORRESPONDENCE IN ENGLISH

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

4. PROPOSAL CLOSING/DUE DATE

Sealed offers in original and 2 copies for furnishing the supplies or services in the schedule will be received at the place specified in block 9 of the SF 1449 (or as amended) or if hand carried in the depository located in NAVFAC Far East PWD Sasebo FEAD ACQ Office Bldg.200, 2nd Floor on the time and date specified in block 8 of the SF 1449 or as amended.

5. PROPOSAL REQUIREMENTS

1) The technical proposal and the price proposal shall be submitted in separate volumes. The technical proposal shall not contain any pricing information, except for salary information provided on resumes. The technical proposal submitted by the offeror to whom the award is made will be incorporated into the contract at time of award.

2) The offeror shall submit the following information:

   a) One (1) completed signed Price Proposal Sheet and ELIN List, Attachment (a) and (2).
   b) Three (3) copies of the technical (Non-Price Factors) proposal.
   c) One (1) electronic format of both a) and b) above on CD ROM.

3) Mailed proposals. If proposal is mailed it must be sealed, marked, and addressed to:

   NAVFAC Far East FEAD Sasebo ACQ, Bldg. 200 2F Hirase-cho, Sasebo-City, Nagasaki-Ken, Japan 857-0056.
4) Hand delivered proposals. Offerors are advised that the PWD Sasebo, Bldg. 200 / Acquisition Office is located on a secured base where passes are required to enter the base. Therefore, Offerors should anticipate delays in base access. If a base pass is desired, for hand delivery of your proposal, provide the pass request form, Attachment (e) Base Pass Request by email to masayo.sonoda.ja@fe.navy.mil no later than four (4) working days prior to the closing date of the RFP. Hand delivered proposals can be delivered to:

NAVFAC Far East, PWD Sasebo, Acquisition Branch 2nd Floor Building 200 CFAS.

NOTE: Please be advised that if the application information is received after the specified due date, access may be denied for hand-delivery of the proposal.

6. INQUIRIES

Inquiries regarding the Request for Proposal (RFP) shall be submitted electronically in English using the Pre-Proposal Inquiry Form provided with this solicitation per Attachment (d). The point of contact (POC) for inquiries is Ms. Masayo Sonoda at 0956-50-2394 (252-2394 on base phone), by email at masayo.sonoda.ja@fe.navy.mil or by facsimile at 0956-23-2535. The Government does not intend to respond to inquiries submitted less than five (5) calendar days before the proposal due date.

7. SYSTEM FOR AWARD MANAGEMENT (SAM)

Contractors must be registered in the System for Award Management (SAM) prior to the closing date for receipt of proposals. Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through https://www.acquisition.gov or by calling 866-606-8220, or 334-206-7828 for international calls. Offers from a contractor not registered in the SAM as of the solicitation's closing date will not be considered.

8. PRE PROPOSAL MEETING / SITE VISIT

There will be a Pre-proposal Conference conducted at 10:00 am on 30 SEP 2016 at:

Naval Facilities Engineering Command Far East
Public Work Department Sasebo
F. E. A. D. Sasebo, Acquisition Branch
Hirase-cho, Sasebo, Nagasaki-ken, Japan 857-0056
ACQ Conference Room, 2nd Floor of Bldg #200

POC: M. Sonoda (Ms.), Contract Specialist (CS)
e-mail: masayo.sonoda.ja@fe.navy.mil
tel: 0956-50-2394

1) Individuals are required to have a “BASE ACCESS PASS” for the event. Please submit the appropriate request forms provided in the solicitation to the Contract Specialist via email in EXCEL format, Attachment (e) no later than three (3) working days (27 SEP 2016, 12:00 pm) prior to the event.

2) Individuals that have not submitted a Personal History Statement (USFJ Form 196aEJ) to the Base Pass Office must be escorted by FEAD personnel. Personnel requiring escort must be present at the CFAS Main Gate (The gate near the Pass Office) at 09:30 am on 30 September 2016 in order to receive escort.
3) Individuals that have submitted a Personal History Statement to Pass Office will not need an escort. For those individuals, please insert “NO ESCORT REQUIRED” IN RED on the Base Access Request Form under the individual’s name.

4) Pass applicants must carry picture IDs. Valid picture IDs for Japanese Personnel includes a Driver’s license, which indicates nationality or permanent address, a Passport or Resident Card with picture. Valid picture IDs for non-Japanese Personnel includes a Passport or Alien Registration Card. A Driver’s license which does NOT indicate the individual's nationality or permanent address is NOT considered a valid picture ID. A Driver’s license that does not indicate the individual’s nationality or permanent address may be used if accompanied with a Jumin Hyo with permanent address (Honseki chi).

5) Vehicle Pass applicants must carry the Compulsory Automobile Liability Insurance (Jibaiseki) and Vehicle Registration Sheet (Shakensho) to obtain the vehicle pass. Conformed Copy is acceptable. There is no temporary parking around the pass office and main gate area. The Contractor shall park outside of the U.S. Government area.

9. ORDERING

Indefinite quantity work may be ordered at the prices offered by three ways: 1) by the issuance of a task order by the issuing activity using a DD Form 1155 “Order for Supplies and Services” in accordance with the Procedure for Issuing Order clause; 2) by an authorized Government user via a GPC; or 3) by an authorized Government user via DoD EMALL. When receiving orders against the schedule, the contractor shall provide the supplies and services at the offered prices without additional markup or handling fee.

10. DOD EMALL

Contractor Support of Electronic Contracting (DOD EMALL)

The Contractor is required to offer non-recurring pre-priced line item service to authorized Government Personnel when they are ordering the work directly via the Government Purchase Card (GPC) program. When receiving GPC orders against Section B, the Contractor shall provide the supplies and services at the offered price without additional mark-up or handling fee.

The Contractor agrees to accept and process electronically submitted GPC orders for IDIQ services, including those orders issued through the DoD EMALL. The DoD EMALL is a U.S. Government owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal Activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DoD EMALL to view and order IDIQ line items. The current list of GPC users authorized to place orders with the Contractor for services will be furnished by letter to the Contractor from the Contracting Officer.

The Contractor is required to receive electronic non-recurring orders from the DoD EMALL using 128-1bit encrypted email. The Contractor agrees to purchase, install, and utilized the most recent version of GPC Personal software, or a comparable solution, for the purpose of decrypting order Notification email from the DoD EMALL.

The Contractor shall post updates on order delivery schedule and performance to the DoD EMALL in a timely manner.

The Contractor shall report individual orders within two hours after acceptance of the order (See Attachment (1), PWS - Annex 2 - 0200000 – Management and Administration Form Attachment Number J-0200000-04J, DOD EMALL Individual Order Report)
The contractor shall track quantities and report total ordered quantity in DoD EMALL, GPC (outside EMALL) and approved DD1155’s by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of purchases and DD1155s reach 75% of the combined Section B Pre-Priced Line Item quantities. (See Attachment (a), PWS - Annex 2 - Deliverables Form Attachment Number J-0200000-04H, Monthly IDIQ Order Quantity Report)

11. STATUS OF FORCES AGREEMENT

The U.S. Government will not offer “United States Official Contractor” status under Article XIV of the U.S.-Japan Status of Forces Agreement (SOFA) to any offeror awarded a contract under this solicitation; nor will the U.S. Government certify any employees of a contractor as “Members of the Civilian Component” under Article I(b) of the SOFA.

12. CONCILIATION

1) Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI, of the Treaty of Mutual Cooperation and Security between Japan and the United States of America.

2) Recourse to the Joint Committee for Conciliation for resolving disputes is available in addition to the procedures set forth in the Contract Disputes Act of 1978 and the Disputes Clause of this contract, 52.233-1. A request for conciliation by the Joint Committee, however, shall not toll the time periods allowed under the Contract Disputes Act for appealing a contracting officer’s final decision to either the Armed Services Board of Contract Appeals or U.S. Court of Federal Claims.

3) Upon filing a request for conciliation with the Joint Committee, the Contractor shall immediately notify the Contracting Officer in writing of the request.

13. INVOICES EXCLUSIVE OF TAXES OR DUTIES

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN


(a) The Consumption Tax Law (Law No. 108, 1988) was enacted in the Diet of Japan on 24 December 1988, and applied from April 1, 1989. The Government of Japan (GOJ) and the United States Government (USG), in accordance with paragraph 3, Article XII, of the "The Agreement Under Article VI of the Treaty of Mutual Cooperation And Security Between Japan And The United States of America Regarding Facilities And Areas And The Status of United States Armed Forces In Japan" (SOFA), have agreed upon procedures for exempting the United States from the Consumption Tax on the following transactions upon appropriate certification:

1) Goods and services purchased in Japan for official purposes of the U. S. Armed Forces by the U. S. Armed Forces or its authorized procurement agencies;

2) Goods and services purchased in Japan, by persons, including corporations, who are designated by the USG in accordance with the provisions of paragraphs 1 and 2, Article XIV of the SOFA (Article XIV Contractors), solely for the purpose of performing the business of construction, maintenance or operation under the contract for construction, etc., for use by the U. S. Armed Forces, or film and gasoline purchased in Japan by Article XIV Contractors solely for the business activities described above.
(b) The underlying objective is to obtain the full amount of the exemption from the tax on U.S. Forces procurements immediately at the time of purchase, and at the same time give the Contractor a proof of purchase document, acceptable to GOJ tax authorities, which he/she can present to the tax authorities to obtain a tax credit and/or refund for tax already collected and paid by previous sellers.

(c) By the submission of their offer, the offeror certifies that Japanese consumption tax is not part of the bid price, nor will it be a part of any subsequent modification to the contract. Procedures for Contractors to obtain a consumption tax credit are described in a handbook that may be obtained from the Procuring Contracting Office.

14. CUSTOMS AND TAX EXEMPTION

In accordance with the Status of Forces Agreement, the U.S. Government is entitled to an exemption from Japanese customs duties and Japanese commodity and gasoline taxes. The Contractor warrants that all taxes and customs duties pertinent to the procurement for which the U.S. Government is exempt have been excluded from the contract price. The Contractor is required to submit a request in writing to the Contracting Officer for issuance of an import or tax exemption certificate, as appropriate, relieving the Contractor from such customs duties or taxes.
NOTICE

UNITED STATES LAWS AND REGULATIONS PROHIBIT YOU FROM PARTICIPATING IN ANY OF THE FOLLOWING CONCERNING THIS SOLICITATION:

- BID RIGGING
- PRICE FIXING
- COLLUSIVE BIDDING
- BID ROTATION
- OFFERING GRATUITIES
- OFFERING OR RECEIVING KICK-BACKS

THE PRICES IN YOUR OFFER MUST BE ARRIVED AT INDEPENDENTLY WITHOUT ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR.

YOUR OFFER CANNOT BE DISCLOSED BY YOU DIRECTLY OR INDIRECTLY TO ANY OTHER OFFEROR OR COMPETITOR BEFORE BID OPENING.

IT IS ALSO UNLAWFUL FOR YOU TO INDUCE ANY OTHER COMPANY TO, OR ALLOW ANOTHER COMPANY TO INDUCE YOU TO, SUBMIT OR NOT SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

ALL OF THE ABOVE ACTS ARE ACTS OF DISHONESTY UNDER UNITED STATES LAWS AND REGULATIONS AND ARE FORBIDDEN.

PENALTIES COULD INCLUDE DEBARMENT OR SUSPENSION FROM DOING BUSINESS WITH ANY UNITED STATES GOVERNMENT AGENCIES, CANCELLATION OF CONTRACTS AND RECUPMENT OF PRIOR MONIES PAID.

IF YOU ARE SOLICITED BY ANY OTHER BUSINESS TO DEAL WITH ANY OF THE ABOVE ILLEGAL ACTS, PLEASE NOTIFY NAVFAC FAR EAST AT TELEPHONE NUMBER 046-816-4092.
注意

この入札に関連して次のいずれかに関与したら、合衆国の法律、規則等により違法になります。

不正手段による入札
値段の不正取り決め
共謀入札
入札の回し取り
謝礼をすること
リベートの授受

入札の値段はほかの入札者や競争相手との協議、意思伝達または同意によってではなく独自に見積もった値段でなければならない。

貴方の入札は開札前に他の入札者や競争相手に直接または間接的に見せてはいけない。

尚、貴方が他の会社に、あるいは他の会社が貴方に競争相手を制限する目的入札をする様にまたは入札しない様に説き勧めることは、これまた違法である。

全ての上記の行為は、合衆国の法律、規則等のもとでは不正な行為であり、禁じられている。

処罰は、合衆国政府機関の関連事業からの除外又は停止、契約の取り消し、そして支払い金の償還も含まれる。

もし貴方が他の会社から上記のいずれかの違法行為に関わりあうことになる様な申し込みをされたら、NAVFAC FAR EAST 電話046-816-4092まで御通報ください。
TAX EXEMPTION

Exemption from Japanese Customs Duties and Taxes
Pursuant to Status of Forces Agreement
(Aug 1987)

(1) Paragraph 2, Article XI of the Status of Forces Agreement between Japan and the United States, authorized the United States entry into Japan free from Japanese customs duties and other charges all materials, supplies and equipment imported for the official use of the United States Armed Forces or for the exclusive use of such forces or ultimately to be incorporated into articles or facilities used by such forces.

(2) Paragraph 3, Article XII of said Status of Forces Agreement, authorizes the United Status exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United Status Armed Forces or by authorized agencies of the United State Armed Forces. Currently, these taxes are: (a) Commodity tax; (b) Traveling tax; (c) Gasoline tax and local road tax on gasoline; (d) Diesel oil tax; (e) Electricity and gas taxes; (f) Liquefied petroleum gas tax.

(3) If you are the successful offeror, the Contracting Officer or his authorized representative will issue customs or tax exemption certificates as appropriate, relieving you from such customs duties or taxes in accordance with procedures agreed upon between the Government of Japan and the United States of America. Tax exemption certificates for motor fuel will be issued only after consumption of the motor fuel, either at the end of each month or upon termination of the contract. These can be applied against future purchases of motor fuel. They will be issued only to you as the prime contractor, so, if you employ a subcontractor or supplier who uses motor fuel, you must purchase the motor fuel to secure the exemption.

(4) List below the customs duties or taxes, which have been excluded from your proposal as required by the Taxes Clause.

<table>
<thead>
<tr>
<th>Custom Duty or Tax</th>
<th>Type of Commodity and Percentage of Tax</th>
<th>Amount of Duty of Tax Excluded in U.S. dollars</th>
</tr>
</thead>
</table>

Company Name: ____________________________________________
CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

1. BASIS FOR AWARD

1) The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to establish a competitive range amongst the most highly competitive offers and negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the lowest priced, technically acceptable offer.

2) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3) The Lowest Price Technically Acceptable (LPTA) process is selected as appropriate for this acquisition where the best value is expected to result from selection of the technically acceptable proposal with the lowest evaluated price.

4) An overall non-price factors rating must be at least “ACCEPTABLE” in order to be eligible for award. An “UNACCEPTABLE” rating in any factor results in the overall non-price factors proposal being rated “UNACCEPTABLE” unless corrected through discussions (if held). An overall non-price factors rating of “UNACCEPTABLE” makes a proposal ineligible for award.

2. EVALUATION FACTORS FOR AWARD

The Government will evaluate offers considering the proposed Price and the acceptability and unacceptability of Non-price proposals based on the following Non-price factors:

   Technical Factors:
   Factor 1 – Technical Approach / Method
   Factor 2 – Key Personnel (PM, QM & SSHO)
   Factor 3 – Safety

   Past Performance Factor:
   Factor 4 – Past Performance

3. PROPOSAL SUBMITTAL REQUIREMENTS FOR EACH FACTOR

1) General Submission Requirements. Offerors shall submit or complete the following items as part of their proposal:

   a. Cover letter not exceeding one (1) page that provides the full name, address, DUNS number, and point(s)-of-contact for the Offeror and generally introduces the capabilities of your firm.

   b. Standard Form (SF) 1449: Complete blocks 17a, 17b (if applicable) and 30a, 30b, 30c. Complete Contract Line Item Numbers (CLINs) 0001 through 0010 on the SF1449-Continuation Sheet and a total price for all CLINs. Prices shall be submitted in Japanese Yen only. CLIN prices are expressed in Japanese Yen. The contract will be awarded in a U.S. Dollar ($) amount
value for the administrative convenience of the U.S. Government. Although the price of the contract will be expressed in U.S. Dollars, payments will be made in Japanese Yen. Acknowledge and sign all amendments. Failure to do so may cause rejection of proposal. Offers are solicited on an “all or none” basis. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

c. Representations and Certifications – Prior to submitting any proposal, Offerors must have an active registration and current Representation and Certifications in the online System for Award Management (SAM) database. Representations / Certifications – Electronic Annual representations and Certifications through On-line Representations and Certifications Application at https://www.acquisition.gov/. Offerors who are already registered in SAM are advised to check SAM prior to submitting their proposal to ensure that their SAM registration and online representations & certifications are active and current.

d. Copy of latest Financial Statement (Kessan Hohkoku Sho).

e. (If applicable) Copy of Joint Venture (JV) Agreement or Partnership Agreement. The JV or Partnership entity itself must be registered online in the System for Award Management (SAM) as the JV or Partnership. Each JV member or partner must also be individually registered in the SAM database. Failure to submit the Joint Venture Agreement may result in an offeror’s proposal being rejected.

Note: Items above are not evaluation factors in this solicitation. The Government will use the information to assess the responsibility of the offeror.

2) Price Factor:

a. Price

   a) Solicitation Submittal Requirements:

      1. Offerors shall complete and submit their proposed pricing by completing and submitting the Exhibit Line Item Numbers (ELINs) Spreadsheet (J-0200000-7), Attachment (2). Price proposal shall be stated in Japanese Yen only.

   b) Basis of Evaluation:

      1. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

      2. In accordance with FAR 15.404-1, Proposal Analysis will be performed by one or more of the techniques identified in FAR 15.404-1 to ensure a fair and reasonable price.

      3. Any inconsistency, whether real or apparent, between proposed performance and price / cost must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an apparently unbalanced / inconsistently priced proposal, the nature of these approaches and their impact on price must be completely documented. The burden of proof of cost realism rests solely with the offeror.
3) Technical Factors:

   a. **Factor 1, Technical Approach / Methods**

      a) Solicitation Submittal Requirements: Offerors shall complete and submit a narrative describing their proposed Technical Approach / Methods to completing the requirements that clearly demonstrates their understanding of the standards, policies, procedures, processes, and necessary approaches to accomplishing the complexity and magnitude of service requirements as set forth in the performance objectives and standards of the Performance Work Statement (PWS), Annex 15, 1501001- Facilities Management (Relocatable Facility) and 1502000 Facility Investment. The narrative should include among other things, a discussion of proposed methods for installation and removal of relocatable facilities and proposed methods for receiving and handling EMALL orders.

      b) Basis of Evaluation: Evaluation of this factor is a subjective evaluation of the Offeror’s technical capabilities and skills to perform the overall requirement. The Government will evaluate if the offeror’s proposed plan, methods and procedures clearly demonstrate their capability of accomplishing the requirements of the project. The evaluation will result in a rating of either “Acceptable” or “Unacceptable”.

   b. **Factor 2, Key Personnel (Project Manager (PM), Quality Manager (QM), Site Safety and Health (SSHO) and Translator/Interpreter)**

      a) Solicitation Submittal Requirements: Using the Key Personnel Resume Form, Attachment (b), provide resumes for the individual proposed for each of the Key Personnel identified in the PWS Annex 2 Management and Administration (0200000), Spec Item 2.7.1 through 2.7.1.5.

      b) Basis of Evaluation: The Government will evaluate the Offeror’s understanding of the contract requirements based upon the Key Personnel proposed. The Key Personnel resume will be evaluated to see if the personnel proposed meets the requirement of the PWS Annex 2 Management and Administration (0200000), Spec Item 2.7.1 through 2.7.1.5. The evaluation will result in a rating of either “Acceptable” or “Unacceptable”.

   c. **Factor 3, Safety**

      a) Solicitation Submittal Requirements: Offeror shall provide the following information:

         1. **Summary of Work-Related Injuries and Illnesses**: Offeror (or each member of a Joint Venture (JV) or partnership) shall provide a Summary of Work-Related Injuries and Illnesses for each of the past three full calendar years (Jan – Dec, 2013 - 2015) including explanation of any extenuating circumstances or trends. The summary, including explanations, shall not exceed 2 single sided pages per year.

         2. **Total Case Incident Rate (TCIR)**: Offeror (or each member of a JV or partnership) shall provide the Total Case Incident Rate (TCIR) for each of the past three full calendar years (Jan – Dec, 2013 - 2015) including an explanation of extenuating circumstances or trends covering all three years, not to exceed two single sided pages per year.
The Total Case Incident Rate (TCIR) is calculated by multiplying the number of recordable cases by 200,000, and then dividing that number by the number of labor hours.

\[
TCIR = \frac{\text{Total Number of Recordable Cases} \times 200,000}{\text{Number of Employee Labor Hours Worked}}
\]

3. Days Away from Work, Restricted Duty, or Job Transfer (DART) rate: Offeror (or each member of a JV or partnership) shall provide the DART rate for each of the past three full calendar years (Jan – Dec, 2013 - 2015) including explanation of any extenuating circumstances or trends. The summary, including explanations, shall not exceed 2 single sided pages per year.

The DART rate is calculated by adding up the number of incidents involving work related deaths, one or more Lost Days, one or more Restricted Days, or the transfer of an employee to a different job within the same company, multiplying that number by 200,000, and then dividing that number by the number of employee labor hours worked.

\[
\text{DART Rate} = \frac{\text{Total Number of DART incidents} \times 200,000}{\text{Number of Employee Labor Hours Worked}}
\]

4. Citations: Offeror (or each member of a JV or partnership) shall provide a listing of any citations, fines, notices or findings of violations, or equivalent warnings or sanctions received from the U.S. Occupational Safety and Health Administration, Japan Labor Standards Inspection Office, Korea Occupational Safety and Health Agency, Singapore Occupational Safety and Health Division, or other government agency responsible for enforcing occupational health or safety standards for each of the past three full calendar years (Jan – Dec, 2013 - 2015).

5. Safety Recognition Awards/Certificates and Accreditations: Where applicable, Offeror (or each member of a JV or partnership) may provide safety recognition awards/certificates, accreditations, and/or letters of commendation specific to safety received within the past five years. Accreditations include participation in the OSHA Voluntary Protection Program, Construction Occupational Health and Safety Management System, Occupational Safety and Health Management System, or other equivalent accreditations endorsed by a government agency.

6. Safety Narrative: Offeror shall provide a safety narrative, not to exceed six single sided pages discussing the following information:
   - Description of plan to monitor safety performance and ensure a safe worksite. At a minimum, such plan shall include employee involvement and orientations, training, worksite analysis and mishap investigation.
   - Description of what Offeror has done to address/correct safety problems in the past.
   - Description of Offeror’s plan to evaluate safety performance of potential subcontractors as part of the subcontractor selection process.
   - Description of Offeror’s methods to ensure and monitor safe work practices.
Notes:

For enterprises which have separate divisions, if segregated information applicable only to the division or divisions that may be involved in the performance of the contract is available, information shall be provided at that level; otherwise information shall be provided at the next level that includes information for all divisions that may be involved in performance of the contract.

Required summaries and rates shall be based on all projects, regardless of whether projects were military or commercial.

b) Basis of Evaluation: The Government will evaluate whether the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will subjectively evaluate the Offeror’s overall safety record, the Offeror’s plan to maintain a safe worksite, the Offeror’s ability to correct safety problems, the Offeror’s plan to select and monitor subcontractors, and any safety methods that the Offeror plans to implement for this procurement. The Government’s sources of information for evaluating safety may include, but are not limited to Enterprise Safety Application Management System (ESAMS) Contractor Incident Report System (CIRS), and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. Proposals subjectively determined to present moderate or higher risk, based on consideration of all elements of safety will be rated unacceptable. Proposals subjectively determined to present low or very low risk will be rated acceptable. The evaluation will result in a rating of either “Acceptable” or “Unacceptable”.

1. Safety Records: The Government will evaluate the Safety Records (including Summary of Work-Related Injuries and Illnesses, TCIR, and DART) for the past three full calendar years to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the ratings. Lower incident rates may contribute to lower risk ratings while higher incident rates may contribute to higher risk ratings.

2. Safety Recognition Awards/Certificates and Accreditations: The Government will evaluate Safety Recognition Awards/Certificates, accreditations, and/or letters of commendation specific to safety, such awards, certificates, accreditations, or letters of commendation may contribute to a lower risk determination.

3. Technical Approach to Safety: The Government will evaluate the safety narrative to determine the degree to which the Offeror will ensure, manage and maintain the safety of personnel during the performance of work; the Offeror’s procedures to address/correct safety problems; and the Offeror’s plan to select and monitor subcontractors. Plans that demonstrate better safety practices, ability to comply with the safety requirements, commitment to hire subcontractors with a culture of safety, and methods to enhance a safe working environment may contribute to a lower risk determination in the evaluation.

4) Past Performance
a. **Factor 4 Past Performance:**

a) **Solicitation Submittal Requirements:**

1. The offeror shall submit information for a minimum of two (2) and maximum of five (5) recent and relevant prior contracts as part of the proposal. “Recent” prior contracts are defined as contracts completed or substantially completed within the past five (5) years of the date of issuance of this RFP. Recency is critical to establishing the relevancy of past performance information. “Relevant” prior contracts are defined as contracts that are both recent and similar in size, scope, and complexity to the requirements of this solicitation. Joint Venture (JV) and Partnerships shall submit information for a minimum of one (1) and a maximum of three (3) past performance submittals for each JV/Partner member.

2. If a completed Contractor Performance Assessment Reporting System (CPARS) evaluation is available for any of the prior contacts identified, the CPARS evaluation shall be submitted with the proposal. If there is not a completed CPARS evaluation available for any prior contract identified, offerors shall use the Past Performance Questionnaire (PPQ), Attachment (c), included in the solicitation for the offeror or its team members to submit to the client for each project for Factor 1. An offeror shall not submit a PPQ when a completed CPARS is available. The Government will accept a completed interim CPARS evaluations for any partially completed projects identified.

3. If using a PPQ for any prior contract, ensure correct phone numbers and email addresses are provided for the client point of contact. Completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a past project before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government’s point of contact, Ms. Masayo Sonoda, via email at masayo.sonoda.ja@fe.navy.mil prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

4. The Government reserves the right to contact references for verification or additional information. The Government’s inability to contact any of the offeror’s references or the references unwillingness to provide the information requested may affect the Government’s evaluation of this factor.

5. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror’s proposal, inquires of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror. While the Government may elect to consider
data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

6. All Past Performance Information must be submitted in English

b) Basis of Evaluation:

1. The Government will subjectively evaluate how well the offeror performed on recent and relevant contracts. Project relevancy is evaluated in terms of how relevant a recent effort accomplished by the offeror is to the effort to be acquired through this RFP. Relevancy includes similarity of performance effort in regards to Scope (overall project description and type of work) size / magnitude of effort (dollar value) and complexity (level of effort required and variety of skill type involved in the project) compared to the requirement of this solicitation.

2. The Government will also evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:
   - A pattern of successful completion of tasks;
   - A pattern of deliverables that are timely and of good quality;
   - A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
   - Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
   - A respect for stewardship of Government funds

3. The evaluation will result in a rating of either “Acceptable” or “Unacceptable”.

NOTE: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown (or “neutral”) past performance. In the context of acceptability/unacceptability, a neutral rating shall be considered “acceptable.”

4. ACCEPTANCE OF OFFER

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at https://www.sam.gov/portal. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

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

“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. 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.

“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” 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.

“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.

“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 the 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 posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs [ ] . [Offeror to identify the applicable paragraphs at (c) through (q) 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) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.
Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ ___ ] is, [ ___ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ___ ] is, [ ___ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:  ___  .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ ___ ] is, [ ___ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ___ ] is, [ ___ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:  ___  .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ___ ] is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

___

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ ___ ] is, [ ___ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
(ii) It [ ___ ] is, [ ___ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

[The offeror shall check the category in which its ownership falls]:

___ Black American.
___ Hispanic American.
___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ ___ ] has, [ ___ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ ___ ] has, [ ___ ] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It [ ___ ] has developed and has on file, [ ___ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ ___ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 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) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:
(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

___

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:
Canadian or Israeli End Products:

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[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

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<th>Line Item No.:</th>
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[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

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[List as necessary]
(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(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; and

(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 $3,500 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 Product

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<th>Listed End Product:</th>
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(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 database 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 CFR 1.6049-4;

[ ___ ] Other ___ .

(5) Common parent.

[ ___ ] Offeror is not owned or controlled by a common parent:

[ ___ ] Name and TIN of common parent:

Name ___
(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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

2) Representation and Certification. 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 $3,500 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 (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at http://www.treasury.gov/ofac/downloads/t11sdn.pdf).

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 DUNS Number 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).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2016)

(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 items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).


(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 items: (Contracting Officer check as appropriate.)


__ (5) [Reserved]


(10) [Reserved]


(ii) Alternate I (NOV 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]


(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).


(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).


(iii) Alternate II (Oct 2001) of 52.219-9.


(18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).


(22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (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 (Dec 2015) (15 U.S.C. 637(m)).


(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).


(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35)(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.)

(36) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(37)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.


(ii) Alternate I (Jun 2014) of 52.223-16.


(41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).


(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.


(44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).


(50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).
(51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).


(54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) 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 items: (Contracting Officer check as appropriate.)

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).


(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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, 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 items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—


(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).


(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 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) 52.222-51, 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.)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).


(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 ¥200,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of ¥40,000,000;

(2) Any order for a combination of items in excess of ¥90,000,000; or

(3) A series of orders from the same ordering office within 30 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 Requirements 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)
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 one year after the final day of the contract period of performance.

(End of clause)

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 specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(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 60 months.

(End of clause)

WAIVER OF DEFENSE BASE ACT
The Defense Base Act has been waived in Japan excepting where personnel are U.S. citizens, U.S. permanent residents, or hired in the U.S. As such, the 52.228-3, Workers' Compensation Insurance (Defense Base Act) does not apply to this requirement except where personnel are U.S. citizens, U.S. permanent residents, or hired in the U.S.

CLAUSES INCORPORATED BY FULL TEXT

52.228-3    WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of
disability compensation and medical benefits to covered employees and death benefits to their
eligible survivors, by purchasing workers' compensation insurance or qualifying as a self-insurer under the
Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act
(42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until
contract performance is completed;

(2) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or
death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor
in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR
702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor
Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907,
20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to
Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation
Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment Of
Compensation Without Award) to the Department of Labor in accordance with the Longshore and
Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final
Payment or Suspension of Compensation Payments) to the Department of Labor in accordance
with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c) and (g), 20 CFR 702.234 and
702.235); and

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the
Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts to
which the Defense Base Act applies.

(End of clause)
52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://farsite.hill.af.mil/

(End of clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(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 contract schedule. Such orders may be issued from _01 DEC 2016_ through _30 NOV 2021_.

(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)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

c) WAWF access. To access WAWF, the Contractor shall--

1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and


d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at https://wawf.eb.mil/.

e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

1) Document type. The Contractor shall use the following document type(s).

   Navy Construction Invoice / Facilities Management Invoice

2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

   DoDAAC: N40084 / SASEBO
   NAVFAC FAR EAST
   FEAD SASEBO
   PSC 476 BOX 66
   FPO AP 96322-1160

3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

   +-----------------------------------+-------------------+
   | Field Name in WAWF | Data to be entered in WAWF |
   +-----------------------------------+-------------------+
   | Pay Official DoDAAC | HQ0721             |
   | Issue By DoDAAC     | N40084             |
   | Admin DoDAAC        | N40084 / SASEBO    |
   | Inspect By DoDAAC   | N40084             |
   | Ship To Code        | N40084             |
   | Ship From Code      | N/A                |
   | Mark For Code       | N/A                |
(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Inspector: Contracting Officer Representative (COR): jean.norris@fe.navy.mil
Acceptor: Contract Specialist: masayo.sonoda.ja@fe.navy.mil
LPO: Contracting Officer: timothy.karol@fe.navy.mil or euclid-jake.posadas@fe.navy.mil

The Point of Contact on Site Work: stanford.lau@srf.navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

   NAVFAC FAR EAST
   ACQUISITION OFFICE
   Telephone Number: 046-816-4092
   Email Address: NAVFACFE-ACQ@fe.navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.247-7022     REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

   ____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

   ____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

LISTS OF ATTACHMENTS

List of attachments included in the RFP and any subsequent Award:
Attachment (1)  Performance Work Statement  PDF
Attachment (2)  J-0200000-07- CLIN and ELIN-N4008416R6304  Excel File

List of Attachments included in the RFP only:
Attachment (a)  Price Proposal -N4008416R6304  Word File
Attachment (b)  Key Personnel Resume  Excel File
Attachment (c)  PPQ Form  Word File
Attachment (d)  Inquiry Form  Word File
Attachment (e)  P-4 Base Pass Request  Excel File