

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER F4G4A45309A101		PAGE 1 OF 53	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA5209-16-R-0007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME TOMOKO HARASHIMA				b. TELEPHONE NUMBER (No Collect Calls) 042-552-3014	
9. ISSUED BY 374TH CONTRACTING SQUADRON UNIT 5228, BLDG 620 APO AP 96328-5228 UNITED STATES (THE) TEL: FAX:		CODE FA5209		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS: 541930		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO 374TH MEDICAL SUPPORT SQ DIAGNOSTIC IMAGING UNIT 5225 BLDG 4408 APO AP 96328-5225 UNITED STATES (THE) TEL: 225-2983 FAX: 225-8679		CODE F4G4A4		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 53	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services for Core Hours FFP Core Hours: 0730 - 1630, Monday thru Friday excluding US Holidays. It includes mainly management, all translation required including escorts and transfers in accordance with the attached PWS. Escort: Scheduled medical appointments referred to a local medical facility. Transfer: Emergency or unscheduled referral to a local medical facility. PURCHASE REQUEST NUMBER: F4G4A45309A101 SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Services for Other Than Core Hours FFP Other than Core Hours. It includes escorts & transfers and the other translation services required in accordance with the attached PWS. PURCHASE REQUEST NUMBER: F4G4A45309A101 SIGNAL CODE: A		Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Mid-Night Transportation FFP Reimbursable for the taxi fee along with an emergency transfer: one way from local medical facilities back to Yokota. PURCHASE REQUEST NUMBER: F4G4A45309A101 SIGNAL CODE: A	1	Lot		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Services for Core Hours FFP Core Hours: 0730 - 1630, Monday thru Friday excluding US Holidays. It includes mainly management, all translation required including escorts and transfers in accordance with the attached PWS. Escort: Scheduled medical appointments referred to a local medical facility. Transfer: Emergency or unscheduled referral to a local medical facility. SIGNAL CODE: A	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Months		
OPTION	Services for Other Than Core Hours FFP Other than Core Hours. It includes escorts & transfers and the other translation services required in accordance with the attached PWS. SIGNAL CODE: A				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lot		
OPTION	Mid-Night Transportation FFP Reimbursable for the taxi fee along with an emergency transfer: one way from local medical facilities back to Yokota. SIGNAL CODE: A				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Services for Core Hours FFP Core Hours: 0730 - 1630, Monday thru Friday excluding US Holidays. It includes mainly management, all translation required including escorts and transfers in accordance with the attached PWS. Escort: Scheduled medical appointments referred to a local medical facility. Transfer: Emergency or unscheduled referral to a local medical facility. SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Months		
OPTION	Services for Other Than Core Hours FFP Other than Core Hours. It includes escorts & transfers and the other translation services required in accordance with the attached PWS. SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Lot		
OPTION	Mid-Night Transportation FFP Reimbursable for the taxi fee along with an emergency transfer: one way from local medical facilities back to Yokota. SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Services for Core Hours FFP Core Hours: 0730 - 1630, Monday thru Friday excluding US Holidays. It includes mainly management, all translation required including escorts and transfers in accordance with the attached PWS. Escort: Scheduled medical appointments referred to a local medical facility. Transfer: Emergency or unscheduled referral to a local medical facility. SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Months		
OPTION	Services for Other Than Core Hours FFP Other than Core Hours. It includes escorts & transfers and the other translation services required in accordance with the attached PWS. SIGNAL CODE: A				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		1	Lot		
OPTION	Mid-Night Transportation FFP Reimbursable for the taxi fee along with an emergency transfer: one way from local medical facilities back to Yokota. SIGNAL CODE: A				
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Services for Core Hours FFP Core Hours: 0730 - 1630, Monday thru Friday excluding US Holidays. It includes mainly management, all translation required including escorts and transfers in accordance with the attached PWS. Escort: Scheduled medical appointments referred to a local medical facility. Transfer: Emergency or unscheduled referral to a local medical facility. SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Months		
OPTION	Services for Other Than Core FFP Other than Core Hours. It includes escorts & transfers and the other translation services required in accordance with the attached PWS. SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		1	Lot		
OPTION	Mid-Night Transportation FFP Reimbursable for the taxi fee along with an emergency transfer: one way from local medical facilities back to Yokota. SIGNAL CODE: A				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2016 TO 31-MAR-2017	N/A	374TH MEDICAL SUPPORT SQ DIAGNOSTIC IMAGING UNIT 5225 BLDG 4408 APO AP 96328-5225 UNITED STATES (THE) 225-2983 FOB: Destination	F4G4A4
0002	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
0003	POP 01-APR-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
1001	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
1002	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4

1003	POP 01-APR-2017 TO 31-MAR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
2001	POP 01-APR-2018 TO 30-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
2002	POP 01-APR-2018 TO 31-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
2003	POP 01-APR-2018 TO 31-MAR-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
3001	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
3002	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
3003	POP 01-APR-2019 TO 31-MAR-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
4001	POP 01-APR-2020 TO 30-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
4002	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4
4003	POP 01-APR-2020 TO 31-MAR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	F4G4A4

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015

CLAUSES INCORPORATED BY FULL TEXT

Addenda to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015)

(c) Changes. The text is deleted and replaced as follows:

FAR 52.217-8, Option to Extend Services and FAR 52.217-9, Option to Extend the Terms of the Contract, have been added by addendum to this contract. In accordance with terms and conditions of the clause, the Contracting Officer may unilaterally exercise any option(s). All other changes to the terms and conditions of this contract shall be made only by written agreement of the parties.

(For Local Vendor)

(k) Taxes. The text is deleted and replaced as follows:

(1) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the Government of Japan have agreed shall not be applicable to expenditures in Japan by or on behalf of the United States.

(2) The Status of Forces Agreement between the Japan and the United States and implementing the Japanese laws authorizes the United States exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States Armed Forces or by authorized agencies of the United States Armed Forces. Those taxes include (1) Consumption tax, (2) Gasoline tax and local road tax on gasoline, (3) Diesel oil tax, and (4) Liquefied petroleum gas tax.

(3) The Contractor will submit requests for gasoline or diesel oil tax exemption certificate to the Contracting Officer. This request will show the actual amount of gasoline or diesel oil used exclusively for the performance of this contract, with documentary evidence and detailed item breakdown to support the accurate consumption of gasoline or diesel oil, or other necessary information and data as may be required. The Contracting Officer will issue to the Contractor a tax exemption certificate for the actual amount of gasoline or diesel oil used exclusively for the performance of this contract.

(For Local Vendor)

(w) Conciliation. Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the United States - 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. Requests by the Contractor shall be made in accordance with the following procedures:

(1) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact with the appropriate authority in accordance with the clause of this contract entitled, "Disputes" and within the time limits described therein before filing a request for conciliation with the Joint Committee and then request the appellate authority under the "Disputes" clause to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(2) The request for conciliation will be submitted by the Contractor through the nearest Defense Facilities Administration Bureau, to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

(3) In the event the disagreement submitted to the Joint Committee under subparagraph (2) above has been resolved through conciliation, it will be the responsibility of the Contractor to notify the appellate authority designated in the clause of this contract entitled, "Disputes", of the settlement of the dispute and to withdraw his appeal.

(4) In the event the Contractor has submitted a request for conciliation to the Joint Committee under subparagraph (2) above desires, notwithstanding tendency of his request for conciliation, that action by the appropriate authority under the clause of this contract entitled, "Disputes", be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(5) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled, "Disputes", has been rendered. Pending the hearing of the conciliation panel, the Contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file in a civil suit.

(For US Vendor)

(x) Contract to be Performed in Japan. The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded privileges under SOFA Article I(b). Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive status under SOFA Article XIV or SOFA Article I(b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well as United States Forces Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

(For US Vendor)**(y) SOFA Article I(b) Status**

(1) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the company employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

(i) United States nationals,

(ii) not ordinarily resident in Japan,

(iii) present in Japan at the invitation of, and solely for the purpose of executing contracts with, the United States for the benefit of the United States armed forces, and

(iv) not contractors or employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(2) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(3) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and do not inure to the employer.

(i) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(iii) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(vi) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(vii) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(ix) The use of postal facilities as provided for in SOFA Article XXI;

(x) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(xi) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

(For US Vendor)

(z) Logistic Support. Contractor, contractor personnel, and in the case of personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below.

(1) Base Exchange, including exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);

(2) Laundry and dry cleaning;

(3) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);

(4) Transient billeting facilities;

(5) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);

(6) Casualty assistance (mortuary services) on a reimbursable basis;

- (7) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
- (8) Dental care, limited to relief of emergencies on a reimbursable basis;
- (9) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
- (10) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);
- (11) Local recreation services on a space-available basis;
- (12) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);
- (13) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

CLAUSES INCORPORATED BY REFERENCE

52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	AUG 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
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
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	APR 2014
5352.242-9001	COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2015)

(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).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

- ____ (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]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ____ (ii) Alternate I (NOV 2011).
- ____ (iii) Alternate II (NOV 2011).
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ____ (ii) Alternate I (Oct 1995) of 52.219-7.
- ____ (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)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (Oct 2001) of 52.219-9.
- ____ (iii) Alternate II (Oct 2001) of 52.219-9.
- ____ (iv) Alternate III (Oct 2015) 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—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (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 Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- __X__ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (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).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (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.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

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

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

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

☐ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

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

_____ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__X__ (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).

_____ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

_____ (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).

_____ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_____ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

__X__ (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).

_____ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

_____ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

_____ (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).

_____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

_____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

_____ (6) 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).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

_____ (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—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(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).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (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.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(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.)

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

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 days before the contract expiration.

Note for Local Firms: Since these services will be performed strictly in the country of Japan, the contractor is required to follow the labor standards of Japan. The rates will not be adjusted as a result of revisions to prevailing labor rates provided by the Secretary of Labor, as applicable to contracts performed in the United States. Therefore, payment shall be made at the rates specified for the period of performance immediately preceding the period of extended services

(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 not later than 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 66 months.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from aw.atfp@us.af.mil or DSN 225-6340.

(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

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(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).

2-in-1

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

Government

(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.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	F68800
Issue By DoDAAC	FA5209
Admin DoDAAC	FA5209
Inspect By DoDAAC	F4G4A4
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	F4G4A4
Service Acceptor (DoDAAC)	F4G4A4
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	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.

374CONS.LGCB.WAWF@US.AF.MIL
sumiyo.kawakami.jp@us.af.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.

374CONS.LGCB.WAWF@US.AF.MIL

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

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) TBD is/are incrementally funded. For this/these item(s), the sum of \$ TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with

regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

CLIN 1001 - TBD
CLIN 1002 - TBD
CLIN 1003 - TBD

CLIN 2001 - TBD
CLIN 2002 - TBD
CLIN 2003 - TBD

CLIN 3001 - TBD
CLIN 3002 - TBD
CLIN 3003 - TBD

CLIN 4001 - TBD
CLIN 4002 - TBD
CLIN 4003 - TBD

(End of clause)

5352.201-9101 OMBUDSMAN (APR 2014)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, AFICA/PK Director 1940 Allbrook Drive, Building 1, Wright-Patterson AFB OH 45433, Phone: (937) 257-5529, Fax: (937) 656-0919. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/HQ AFICA/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting),

SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with *[insert any additional requirements to comply with AFI 31-101, Integrated Defense, and [AFI 31-501](#), Personnel Security Program Management]* citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

LIST OF DOCUMENTS

LIST OF DOCUMENTS, EXHIBITS, OR ATTACHMENTS:

<u>Attachment</u>	<u>Title</u>	<u>Date</u>	<u>Page No.</u>
1	Performance Work Service (PWS) for Medical Translation and Escort Services for 374th Medical Group, Yokota Air Base, Japan	27 Jan 16	51
2	Present/Past Performance Reference List (Not part of the resultant contract)	N/A	1
3	Present/Past Performance Survey (Not part of the resultant contract)	N/A	7

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
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CLAUSES INCORPORATED BY FULL TEXT

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012)

This solicitation provides offerors fewer than 30 days to submit proposals. In the event that only one offer is received in response to this solicitation, the Contracting Officer may cancel the solicitation and resolicit for an additional period of at least 30 days in accordance with 215.371-2.

(End of provision)

Addenda to FAR 52.212-1 Instructions to Offerors - Commercial Items (Oct 2015)

(a) Paragraphs 52.212-1(b), Submission of offers, and 52.212-1(f), Late submissions, modifications, revisions, and withdrawals of offers, are deleted in their entirety and replaced with 52.215-1(c), Submission, modification, revision, and withdrawal of proposals, by reference.

(b) Paragraph 52.212-1(c), Period for Acceptance of Offers, is tailored as follows: "The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers."

(c) The following is inserted as new paragraph (m) of the provision:

“(m) Proposal Preparation Instructions.

A. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of four (4) separate parts; **Part I** - Summary and Miscellaneous Data, **Part II** - Price Proposal, **Part III** - Past Performance Proposal.

B. Specific Instructions:

1. PART I – SUMMARY AND MISCELLANEOUS DATA. *Submit original plus 0 copies.*

(a) The offeror shall provide a concise summary and master table of contents of the entire proposal.

(b) Standard Form (SF) 1449. Complete blocks 12, 17a, 30a, 30b, and 30c. In doing so, the offeror accedes to the contract terms and conditions as written in the solicitation.

(c) Complete the necessary fill-ins and certifications in provisions and in the on-line Representations and Certifications at www.sam.gov. Return the provision FAR 52.212-3, Offeror Representations and Certifications – Commercial Items, along with the proposal. For other provisions and clauses in the solicitation, the offeror is required to submit the pages that require an offeror fill-in.

(d) Submit an acknowledgment of the all solicitation amendments, if issued.

(e) If applicable, provide a copy of the letter from the Small Business Administration (SBA) showing proof of Section 8(a) status.

(f) If none proposed, submit an Affirmation of no Exceptions, Deviations, or Waivers.

2. PART II – PRICE PROPOSAL - *Submit original plus 0 copies.*

(a) This Part shall contain a completed Schedule of Supplies/Services, continuation sheets of SF 1449, blocks 19 – 24.

(b) Insert proposed unit price(s) and extended amount(s) in the Schedule of Supplies/Services for each Contract Line Item Number (CLIN) or Sub CLIN (SCLIN), including all option periods. The extended amount must equal the unit price multiplied by the number of units. It is imperative that mathematical calculations are correct; particular care should be taken to ensure the amounts match when using the EXCEL program and the rounding of figures, limited to two decimal places.

(c) Extreme care should be exercised to ensure that no price data of any kind are included in any other Part of the proposal.

3. PART III– PAST PERFORMANCE PROPOSAL - *Limited to no more than 9 pages per contract listed. Only references for past efforts/contracts of relevance are desired. Submit original plus 0 copies.*

(a) **Quality and Satisfaction Rating of Contracts:** Provide any information currently available (letters, metrics, customer surveys, independent surveys, etc.) that demonstrates customer satisfaction with overall job performance and/or quality of completed and/or ongoing contracts. In addition, explain corrective actions taken in

the past, if any, for substandard performance and any current performance problems, such as cost overruns, extended performance periods, numerous warranty calls, etc. (See 52.212-2(d))

(b) **Performance Surveys/Questionnaires:** Past Performance Questionnaires (PPQs) shall be used by the offeror in obtaining and providing past performance information. The government requires the offeror send out a PPQ to each of the Points-of-Contact (POCs) identified in the Past Performance Proposal (paragraph (c) below).

The offeror shall send out the Past Performance Questionnaire (Attachment 3), using the Past Performance List (Attachment 2), to each of their references.

THE RESPONSIBILITY TO SEND OUT THE PAST PERFORMANCE QUESTIONNAIRE RESTS SOLELY WITH THE OFFEROR.

Once the questionnaires are completed by the POCs, the information contained therein will be considered source selection sensitive and will not be released outside the government. The POCs shall forward their completed questionnaires directly to the government – NOT BACK TO THE OFFEROR.

PPQs shall be sent directly from your reference to this office marked to the attention of Ms. Tomoko Harashima as primary and MSgt Andrew L. Peterson as alternate via fax at 011-81-31175-53346, or e-mail to tomoko.harashima.jp@us.af.mil as primary and andrew.peterson.4@us.af.mil as alternate, or mailed to the following address:

374th Contracting Squadron
Attn: Ms. Tomoko Harashima
Unit 5228, Building 620
Yokota Air Base
Fussa-shi, Tokyo 197-0001

(c) **Past Performance Information:** Provide a list of no more than 3, of the most relevant contracts performed for any customer. (See addendum to 52.212-2, paragraph (d))

Furnish the following information for each contract listed:

- (i) Company/Division name
- (ii) Product/Service
- (iii) Contracting Agency/Customer
- (iv) Contract Number
- (v) Contract Dollar Value
- (vi) Period of Performance
- (vii) Verified, up-to-date name, mailing and e-mail addresses, and telephone number of the contracting officer (Point-of-Contact)
- (viii) Comments regarding compliance with contract terms and conditions
- (ix) Comments regarding any known performance deemed unacceptable to the customer, or not in accordance with the contract terms and conditions.

Include rationale supporting your assertion of relevance and identify aspects of the contracts deemed relevant and how they relate to the proposed effort. If an offeror has no past performance history of relevance, the offeror must affirmatively state it possesses no past performance history of relevance.

(d) The evaluation of past performance information will take into account past performance regarding (i) predecessor companies, (ii) will take into account past performance of key personnel who have relevant experience, and/or (iii) will take into account past performance regarding subcontractors that will perform major or critical

aspects (medical translation and escort services) of the requirement when such information is relevant to this acquisition.

(e) If a teaming arrangement is contemplated, provide complete information as to the arrangement, including any relevant and recent past performance information on previous teaming arrangements with same partner. If this is a first time joint effort, each party to the arrangement must provide a list of past contracts of relevance.

(f) **Subcontractor Consent:** Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from each subcontractor that will perform major or critical aspects³ of the requirement, consenting to the release of its past performance information to the prime contractor.

C. Documents submitted in response to this RFP must be consistent with the following:

1. Requirements of the solicitation (CLINs and PWS) and government standards and regulations pertaining to the PWS.

2. FAR 52.212-2, Evaluation – Commercial Items, of this solicitation.

3. If a Part in a proposal exceeds the specified page limit cited in the Part Content, the excessive pages will not be evaluated.

4. **Format for proposal Parts I, and III, shall be as follows:**

(a) Each written Part of the proposal shall be separately bound and labeled in standard three ring loose-leaf binders and clearly identified on the front and side. Each Part shall contain a Table of Contents, Cross References, and the List of Tables and Drawings (if applicable). Cover pages, Table of Contents, and Tabs will not be counted against the page limits. However, pages depicting tables, charts, graphs and figures will count toward the page limit. The number of copies of each part is specified in paragraph B, Specific Instructions, above.

(b) The proposals will be on 8 1/2" x 11" or A4 paper, except for fold-outs used for charts, tables, or diagrams, which may not exceed 11" x 17".

(c) A page is defined as one face of a sheet of paper containing information. Two pages may be printed on one sheet of paper.

(d) All printing shall be single-spaced. Spacing characteristics are applicable to charts and graphs.

(e) Typing shall not be less than 10 pitch. Size of print is applicable to charts and graphs.

(f) Page margins shall be a minimum of 1 inch top, bottom, and each side.

(g) In addition to the paper copies specified for each Part, one electronic copy of each Part of the entire offer must be submitted. The electronic version of the proposal shall be submitted in a format readable by Microsoft Office 2007 which includes software programs such as WORD, EXCEL, or PowerPoint. For those pages of the proposal that cannot be submitted using Microsoft Office, such as the Standard Form 1449, offerors shall include those pages electronically using Adobe Acrobat portable document files (.pdf) format. The Price Part shall be submitted in spreadsheet format, such as EXCEL, and MS WORD for price narrative. The electronic version shall be submitted on a compact disc (CD). USB flash drives, floppy disks, and zip disks are not acceptable.

Indicate on each CD the Part number and title. The paper copies and electronic versions shall be identical in all respects. In the event there are any discrepancies between the paper copies and electronic copies, the paper copies take precedence and will be used for evaluation. Ensure the electronic documents stored on the CD can be

opened. Use separate files and folders to permit rapid location of all portions, including exhibits and attachments, if any. Replacement CDs will be required to update the final proposal resulting from any discussions and updates, if applicable.

(h) Offerors can also submit electronic copies of proposals via e-mail. Files are not to exceed 4 MB. By submitting an electronic copy, offerors assume all risk of proposals not getting through security measures and firewalls. Only files created using Microsoft WORD, Microsoft EXCEL, and/or Adobe .pdf files will be accepted. No zip files will be accepted. If submitting proposals electronically, email the file(s) by the solicitation closing date and time to the following email address: tomoko.harashima.jp@us.af.mil

(i) Each Part shall be complete in itself and shall not reference information contained in other Parts. Page 1 of a Part is defined as the first page after the Table of Contents. All pages shall be numbered.

(j) Price data of any kind shall be presented only in the Price Proposal Part.

(k) Elaborate formats, bindings, and color presentations are not desired or required.

The following table summarizes the proposal submission:

PART	TITLE	ELECTRONIC COPY	PAPER COPY	PAGE LIMIT	DUE DATE
I	Summary and Misc Data (File Name: Part I)	1	0	N/A	18 Feb 2016
II	Price (File Name: Part II)	1	0	N/A	18 Feb 2016
III	Past Performance (File Name: Part IV)	1	0	1 list and 3 questionnaires	18 Feb 2016

D. General Information:

1. Information regarding submission of proposals: Hand carried or mailed proposals must be delivered to the following address:

374th Contracting Squadron
Attn: Ms. Tomoko Harashima
Unit 5228, Building 620
Yokota Air Base
Fussa-shi, Tokyo 197-0001

2. The sealed envelope or package used to submit your proposal must show the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

3. Offerors are cautioned that Yokota Air Base has visitor control procedures requiring individuals not affiliated with the installation to obtain a visitor pass prior to entrance. **SOME DELAY SHOULD BE EXPECTED WHEN HAND-CARRYING PROPOSALS.** Offerors should allow sufficient time to obtain a visitor pass and arrive at Bldg. 620 prior to the time specified for receipt. Late proposals will be processed in accordance with FAR 52.215-1(c)(3), "*Submission, modification, revision, and withdrawal of proposals.*"

4. **FEDERAL HOLIDAYS:** The following Federal Legal Holidays are observed by this base:
New Year's Day 1 January

Birthday of Martin Luther King Third Monday in January
 Washington's Birthday Third Monday in February
 Memorial Day Last Monday in May
 Independence Day 4 July
 Labor Day First Monday in September
 Columbus Day Second Monday in October
 Veterans Day 11 November
 Thanksgiving Day Fourth Thursday in November
 Christmas Day 25 December

Note: No Japanese holidays will be observed.

5. JOINT VENTURE AGREEMENTS. Joint Ventures are allowable on competitive 8(a) set-asides; however, the joint venture agreement must be received by SBA prior to proposal due date and approved before award of any resulting contract. If you are contemplating a joint venture on this project, you must advise your assigned SBA Business Opportunity Specialist (BOS) as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSAL OR BIDS."

(End of Addenda)

52.212-2, Evaluation--Commercial Items (Oct 2014)

(a) The government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the government, price and other factors considered. The following factors will be used to evaluate offers:

- (1) Past Performance
- (2) Price

Past Performance is approximately equal to Price.

(b) Options. 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 will not obligate the government to exercise the option(s).

(c) 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, will 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.

Addendum to FAR 52.212-2, Evaluation - Commercial Items

The following is inserted as new paragraph (d) of the provision:

“(d) **BASIS FOR CONTRACT AWARD:** This is a competitive Limited Tradeoff (LTO) best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Parts 12 and 15 and Air Force FAR Supplement (AFFARS) Mandatory Procedure (MP) 5315.3 in which competing offerors' combined past

performance information will be evaluated on a basis approximately equal to price. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being determined unacceptable. The government reserves the right to award a contract to other than the lowest Total Evaluated Price (TEP), if the difference in the Past Performance Confidence Rating of another offeror justifies the higher price premium. In that event, the Source Selection Authority will make an integrated assessment best value award decision using the the total evaluated price (TEP) and Past Performance Confidence Rating. The evaluation process will include the following:

(1) **Price Evaluation Factor.** The government will rank all offers by price, including all option prices. The price evaluation will document the fairness and reasonableness of the total evaluated price (TEP). The government reserves the right to perform price realism analysis.

Total Evaluated Price: A TEP will be computed for each offer in order to meet the requirements of FAR Parts 6 and 17. The price of a six-month extension authorized by 52.217-8, Option to Extend Services, will be added to the proposed price for each potential contract performance period.

The TEP is a two-part computation. First, the offeror's total proposed price will be determined by multiplying the quantities identified in the Pricing Schedule (SF 1449, continuation of blocks 19 – 24) by the unit price, limited to two decimal places, for each Contract Line Item Number (CLIN) to confirm the extended total amount for each CLIN; the sum of all extended amounts will be the offeror's total proposed price. Second, the total proposed price (total amount for CLINs x001 – x003) plus the sum of Option to Extend Services clause 52.217-8 formula (shown below) will constitute the TEP.

The formula for the Option to Extend Services amount is as follows:

Base Year = CLIN Unit Amount x 6*

Option Year 1 = CLIN Unit Amount x 6*

Option Year 2 = CLIN Unit Amount x 6*

Option Year 3 = CLIN Unit Amount x 6*

Option Year 4 = CLIN Unit Amount x 6*

Note: *6 is the multiplicative factor used to derive the 6 months quantity value. When the unit is not month, CLIN quantity X 1/2 will be used to derive the 6 months quantity value.

Evaluating the Option CLINs does not obligate the government to exercise the Options.

(3) **Past Performance Factor.** The government will evaluate recent and relevant performance information on all offerors based on (i) the references provided by the offeror, and (ii) any past performance information obtained from survey/questionnaires (Attachment 2 & 3), and (iii) any data independently obtained by the government. If a reference identified by the offeror in accordance with 52.212-1(m)B.4(c), does not submit a survey/questionnaire, the government will follow up with the reference POC, but it is not responsible for the failure of a reference POC to provide a survey/questionnaire.

Past performance regarding predecessor companies of the offeror and/or subcontractors, key personnel, and subcontractors that will perform major aspects *as identified in PWS, Paragraph 1* of the requirement, if applicable (see 52.212-1(m)B.4(d)), *will* be rated as highly as past performance information for the principal offeror.

(A) Recent past performance information includes contracts performed and/or being performed for any customer within the last three (3) years from the issuance date of the solicitation.

(B) Relevant contracts performance effort involved similar scope, magnitude of effort, and complexities to that required by this solicitation. The government will assess relevancy for each contract and assign a rating as described in Table 2 below:

Table 2. Past Performance Relevancy Ratings	
Rating	Rating Definition
Very Relevant	Present/past performance involved essentially the <i>same</i> scope and magnitude of effort and complexities as the effort required by this solicitation
Relevant	Present/past performance effort involved <i>similar</i> scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved <i>some</i> of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved <i>little or none</i> of the scope and magnitude of effort and complexities this solicitation requires.

(C) **Performance Quality Assessment:** For each of the recent past performance information reviewed, the performance quality of work will be assessed based on the (i) Quality Assessment Criteria evaluated under *Present/Past Performance Survey/Questionnaire (Solicitation Attachment 3)* and (ii) the evaluation ratings in the Federal Past Performance Information Retrieval System (PPIRS), if available.

(D) The purpose of the past performance evaluation is to assess the degree of confidence the Government has in the offeror's ability to meet the solicitation requirements based on the offeror's demonstrated record of performance. The assessment process will result in an offeror's overall performance confidence assessment rating of **Substantial Confidence, Satisfactory Confidence, Limited Confidence, No Confidence, or Unknown Confidence**. Offerors with no recent past or present performance history or the offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned will receive the rating "Unknown Confidence," meaning the offeror is treated neither favorably nor unfavorably (neutral). As a result of the relevancy and performance quality assessments, offerors will receive an integrated past performance confidence assessment rating as described in Table 3 below:

TABLE 3. Past Performance Confidence Assessment Ratings	
Rating	Description
SUBSTANTIAL CONFIDENCE	Based on the offeror's recent/relevant performance record, the government has a <i>high expectation</i> that the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's recent/relevant performance record, the government has <i>an expectation</i> that the offeror will successfully perform the required effort.
LIMITED CONFIDENCE	Based on the offeror's recent/relevant performance record, the government has a <i>low expectation</i> that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's recent/relevant performance record, the government has <i>no expectation</i> that the offeror will successfully perform the required effort.
UNKNOWN CONFIDENCE	No performance is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

Note: In evaluating past performance, the government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this solicitation.

(4) The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

(5) **Integrated Assessment.** The government reserves the right to award a contract to other than the lowest price offer if the difference in the Past Performance Confidence Rating of another offeror justifies the higher price

premium. In that event, the Source Selection Authority will make an integrated assessment best value award decision using the TEP and the Past Performance Confidence Rating.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2015) 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 accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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 SAMwebsite.

(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 (p) 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:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[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:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(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:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[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:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[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:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[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

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[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

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

(1) [____] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [____] Outside the United States.

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

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

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

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

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

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

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

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

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

percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

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

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM 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 ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

(1) The offeror shall 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)

(End of Provision)

CLAUSES INCORPORATED BY REFERENCE

252.215-7008	Only One Offer	OCT 2013
252.225-7050	Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

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.

(End of provision)