

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   67	
2. CONTRACT NO.		3. SOLICITATION NO. N40084-15-R-7002	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 06 Nov 2014	6. REQUISITION/PURCHASE NO. ACQR3866256		
7. ISSUED BY NAVFAC FAR EAST FEAD MISAWA UNIT 5060 APO AP 96319-5000		CODE N40084	8. ADDRESS OFFER TO <b>See Item 7</b>		(If other than Item7)	CODE	
TEL:		FAX:		TEL:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 987, PWD Msawa until 11:00 AM local time 08 Dec 2014  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME RYUICHI TAKAGI	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 226-3595	C. E-MAIL ADDRESS ryuichi.takagi.ja@fe.navy.mil
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE PERIOD-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, Base Measures Grass cutting service: COL 4, Base Measures Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0001 - ELIN A001 to A009  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASE PERIOD-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 1 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0002 - ELIN A010 to A018  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BASE PERIOD-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 3 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0003 - ELIN A019 to A027  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	BASE PERIOD-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, Base Measures Grass cutting service: COL 3, Base Measures Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0004 - ELIN A028 to A036  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	BASE PERIOD-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 1 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0005 - ELIN A037 to A045  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	BASE PERIOD-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 3 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0006 - ELIN A046 to A054  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	BASE PERIOD-CUSTODIAL SVC FFP Custodial service: IDIQ BASE PERIOD: 1 January 2015 through 31 December 2015 Ref. Attachment J-0200000-06 CLIN 0007 - ELIN A700 to A702  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	OPTION PERIOD 1-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, Base Measures Grass cutting service: COL 4, Base Measures Snow removal service: COL 4, Base Measures FIRST OPTION PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0008 - ELIN B001 to B009 FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	OPTION PERIOD 1-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 1 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures FIRST OPTION PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0009 - ELIN B010 to B018  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	OPTION PERIOD 1-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 3 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0010 - ELIN B019 to B027  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Task		
OPTION	OPTION PERIOD 1-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, Base Measures Grass cutting service: COL 3, Base Measures Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0011 - ELIN B028 to B036  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Task		
OPTION	OPTION PERIOD 1-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 1 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0012 - ELIN B037 to B045  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	OPTION PERIOD 1-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 3 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0013 - ELIN B046 to B054  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	OPTION PERIOD 1-CUSTODIAL SVC FFP Custodial service: IDIQ BASE PERIOD: 1 January 2016 through 31 December 2016 Ref. Attachment J-0200000-06 CLIN 0014 - ELIN B700 to B702  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	OPTION PERIOD 2-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, Base Measures Grass cutting service: COL 4, Base Measures Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0015 - ELIN C001 to C009  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	OPTION PERIOD 2-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 1 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0016 - ELIN C010 to C018  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Task		
OPTION	OPTION PERIOD 2-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 3 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0017 - ELIN C019 to C027  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018		1	Task		
OPTION	OPTION PERIOD 2-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, Base Measures Grass cutting service: COL 3, Base Measures Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0018 - ELIN C028 to C036  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		1	Task		
OPTION	OPTION PERIOD 2-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 1 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0019 - ELIN C037 to C045  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		1	Task		
OPTION	OPTION PERIOD 2-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 3 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0020 - ELIN C046 to C054  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0021 OPTION	OPTION PERIOD 2-CUSTODIAL SVC FFP Custodial service: IDIQ BASE PERIOD: 1 January 2017 through 31 December 2017 Ref. Attachment J-0200000-06 CLIN 0021 - ELIN C700 to C702  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022 OPTION	OPTION PERIOD 3-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, Base Measures Grass cutting service: COL 4, Base Measures Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0022 - ELIN D001 to D009  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Task		
OPTION	OPTION PERIOD 3-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 1 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0023 - ELIN D010 to D018  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		1	Task		
OPTION	OPTION PERIOD 3-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 3 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0024 - ELIN D019 to D027  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		1	Task		
OPTION	OPTION PERIOD 3-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, Base Measures Grass cutting service: COL 3, Base Measures Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0025 - ELIN D028 to D036  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		1	Task		
OPTION	OPTION PERIOD 3-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 1 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0026 - ELIN D037 to D045  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027 OPTION	OPTION PERIOD 3-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 3 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0027 - ELIN D046 to D054  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028 OPTION	OPTION PERIOD 3-CUSTODIAL SVC FFP Custodial service: IDIQ BASE PERIOD: 1 January 2018 through 31 December 2018 Ref. Attachment J-0200000-06 CLIN 0028 - ELIN D700 to D702  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		1	Task		
OPTION	OPTION PERIOD 4-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, Base Measures Grass cutting service: COL 4, Base Measures Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0029 - ELIN E001 to E009  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030		1	Task		
OPTION	OPTION PERIOD 4-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 1 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0030 - ELIN E010 to E018  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031		1	Task		
OPTION	OPTION PERIOD 4-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 4, AM 3 Grass cutting service: COL 4, AM 2 Snow removal service: COL 4, Base Measures BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0031 - ELIN E019 to E027  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032		1	Task		
OPTION	OPTION PERIOD 4-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, Base Measures Grass cutting service: COL 3, Base Measures Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0032 - ELIN E028 to E036  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		1	Task		
OPTION	OPTION PERIOD 4-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 1 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0033 - ELIN E037 to E045  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		1	Task		
OPTION	OPTION PERIOD 4-CUSTODIAL & GROUNDS SVC FFP Custodial service: COL 3, AM 3 Grass cutting service: COL 3, AM 2 Snow removal service: COL 3, Base Measures BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0034 - ELIN E046 to E054  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0035 OPTION	OPTION PERIOD 4-CUSTODIAL SVC FFP Custodial service: IDIQ BASE PERIOD: 1 January 2019 through 31 December 2019 Ref. Attachment J-0200000-06 CLIN 0035 - ELIN E700 to E702  FOB: Destination PURCHASE REQUEST NUMBER: ACQR3866256	1	Task		

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MAX  
NET AMT

**PART I SCHEDULE**

<u>PARA NO.</u>	<u>TITLE</u>
B.1	GENERAL INTENTION
B.2	CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS
B.3	INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES SCHEDULE OF PRICE

**PRICE SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS**

B.1 DESCRIPTION : The NAICS for this procurement is 561720. It is the intention of this solicitation to obtain i) Custodial service, ii) Grass cutting service and iii) Snow removal service for Naval Commands Misawa and FLCY Hachinohe, Japan. The contract is performance-based specification relying on the contractor’s experience and expertise to determine the best method of services by means of a combination Firm-Fixed Price/Indefinite Quantity Contract (FFP IDIQ).

The project is comprised of a basic award and four (4) option periods.

The basic award (CLIN 0001 thru 0006 for FFP and CLIN 0007 for IDIQ, respectively) scope of work includes, but is not limited to provision of all labor, management, supervision, tools, materials, and equipment necessary to provide custodial and grounds service located at Naval Commands Misawa and FLCY Hachinohe facilities throughout:

- i) Custodial service for Naval Commands Misawa and FLCY Hachinohe,
- ii) Grass cutting service for Naval Commands Misawa and FLCY Hachinohe and
- iii) Snow removal service for FLCY Hachinohe,

Option CLINs 0008 through 0035 are for the continuation of these services to provide i) Custodial service, ii) Grass cutting service and iii) Snow removal service for Naval Commands Misawa and FLCY Hachinohe, Japan.

**B.2 CONTRACT LINE ITEMS AND CONTRACT SUBLINE ITEMS**

Offerors shall enter unit prices and amounts for contract line items (CLINs) and exhibit line items (ELINs) as indicated in the schedules and the accompanying exhibits, Attachment J-0200000-06.

### B.3. INDEFINITE QUANTITY INDIVIDUAL CONTRACT LINE ITEM QUANTITIES

The contractor is advised that once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded via DOD EMALL.

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTINDEX

<u>Annex</u>	<u>Sub Annex</u>	<u>Spec Item #</u>	<u>Title</u>
Annex 1	0100000	1	GENERAL INFORMATION
Annex 2	0200000	2	MANAGEMENT AND ADMINISTRATION
Annex 15			FACILITY SUPPORT
	1503010		CUSTODIAL
		1	GENERAL INFORMATION
		2	MANAGEMENT AND ADMINISTRATION
		3	FFP WORK
		4	IDIQ Work
	1503050		GROUND MAINTENANCE
		1	GENERAL INFORMATION
		2	MANAGEMENT AND ADMINISTRATION
		3	FFP WORK
	1503060		PAVEMENT CLEARANCE
		1	GENERAL INFORMATION
		2	MANAGEMENT AND ADMINISTRATION
		3	FFP WORK

## Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

## SECTION E: INSPECTION AND ACCEPTANCE

- E .1 ACCEPTANCE
- E. 2 CONTRACTOR QUALITY CONTROL (QC).
- E. 3 PERFORMANCE EVALUATION MEETINGS
- E. 4 GOVERNMENT PERFORMANCE ASSESSMENT
- E. 5 CLAUSES INCORPORATED BY FULL TEXT

52.246-4, INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)  
 5252.223-9300, INSPECTION BY REGULATORY AGENCIES (JUN 1994)  
 5252.246-9303, CONSEQUENCES OF CONTRACTOR'S FAILURE TO  
 PERFORM REQUIRED SERVICES (OCT 2004)  
 5252.246-9304, ESTIMATING THE PRICE OF NONPERFORMED OR  
 UNSATISFACTORY WORK (OCT2004)

**E.1 ACCEPTANCE**

The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled shall be subject to inspection, review, and acceptance by the Government.

**E.2 CONTRACTOR QUALITY CONTROL (QC).**

- a. The Contractor shall submit to the Contracting Officer, a Quality Management Plan (QM) for approval 15 calendar days after award of the contract.
- b. The Contractor's QM shall provide top Contractor management with an effective and efficient means of identifying and correcting problems throughout the entire scope of operations.
- c. The QM shall include:
  - (1) A description of the Contractor's quality management system. The system must cover all contract services, specify work to be inspected on either a scheduled or unscheduled basis, and describe how inspections are to be conducted.
  - (2) The name(s) and qualifications of the individual(s) responsible for performing the quality management inspections, and the extent of their authority.
  - (3) Provisions for recording the results of inspections and for recording corrective action taken.
  - (4) Provisions to update and revise the QM during the performance of the contract.
- d. A file of all Quality Control inspections both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the Contracting Officer during regular working hours. The file shall be turned over to the Contracting Officer upon completion/termination of the contract.

**E.3 PERFORMANCE EVALUATION MEETINGS.**

- a. As directed by the Contracting Officer, the Contractor may be required to meet with the Government's

representative monthly during the first two months of the contract. Thereafter, meetings will be as often as necessary at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state, in writing, to the Contracting Officer any areas of disagreement within five calendar days.

b. The Government will periodically assess the Contractor's overall performance on this contract by completing the form at Contractor Performance Assessment Report (CPAR). The Government may use this form to evaluate the Contractor more frequently if it becomes necessary. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses CPAR. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings.

c. **PERFORMANCE EVALUATION:** Contractor's performance will be evaluated using the respective contractor performance evaluation report entry system located on the website [www.cpars.navy.mil](http://www.cpars.navy.mil). After contractor performance evaluation is prepared and completed it will be placed in the Federal Government's Past Performance Information Retrieval System (PPIRS) for use by contract specialist and source selection officials when considering contractors for award of new contracts. On-line training for contractor personnel is available on the website.

d. Prior to commencement of work the contractor is required to provide the government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the Government. It is the contractor's responsibility to keep this contact information current.

#### **E.4 GOVERNMENT PERFORMANCE ASSESSMENT**

In accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE clause, Section E, each phase of services rendered under this contract is subject to Government inspection, during the Contractor's operations and after completion of the tasks. The Government will employ a variety of inspection methods and frequencies in order to assess the degree to which all service deliverables conform to contract performance standards. The Government may vary these inspection methods/frequencies as dictated by actual performance status. The results of all inspections will be documented and submitted to the Government Performance Assessment Board for periodic review, as set forth in the Government's Performance Assessment Plan.

The Government's Performance Assessment Plan is not a substitute for Contractor quality management. Government Performance Assessment Representatives will regularly assess deliverables for conformance to contract performance objectives and standards. If a performance inconsistency is apparent in the basic service deliverable (e.g., sightly appearance of collection areas), inspection will then be focused on component elements of the deliverable (e.g., spillage, collection schedule). For any non-conformances identified at this level, assessment may then include review of Contractor material representations (e.g., Quality Management System). Performance assessments will be used as input into any Award Option and/or Award/Incentive Fee decisions, the performance documentation requirements of FAR 42.15, and to substantiate any findings of non-conforming services in accordance with FAR 52.246-4. Government performance assessment will also address any risks associated with future service deliverables. Current performance status, process outputs, trend data, and the material representations of the Contractor's technical proposal will all be considered as necessary in determining the likelihood of achieving required performance outcomes for deliverables that are not yet completed. In the event the Government performance assessment indicates a high risk of future nonconforming services outcomes, the Contractor will be required to take pre-emptive/corrective action. The Contractor may receive reduced/negative performance evaluations until such time as quality control is restored and performance risks are mitigated. Any non-conforming deliverables will be identified during periodic performance assessment meetings, and form the basis for price reduction or other consideration in accordance with FAR 52.246-4. Any such adjustments will be processed by the Contracting Officer and result in a formal contract modification.

**E.5 CLAUSES INCORPORATED BY FULL TEXT****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
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government
0024	Destination	Government	Destination	Government
0025	Destination	Government	Destination	Government
0026	Destination	Government	Destination	Government
0027	Destination	Government	Destination	Government
0028	Destination	Government	Destination	Government
0029	Destination	Government	Destination	Government
0030	Destination	Government	Destination	Government
0031	Destination	Government	Destination	Government
0032	Destination	Government	Destination	Government
0033	Destination	Government	Destination	Government
0034	Destination	Government	Destination	Government
0035	Destination	Government	Destination	Government

**CLAUSES INCORPORATED BY FULL TEXT**

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

#### 5252.223-9300, INSPECTION BY REGULATORY AGENCIES (JUN 1994)

Work performed under this contract is subject to inspection by State and Federal Government Regulatory agencies including those described below.

Permission has been granted by the Navy permitting Federal and State occupational health and safety officials to enter Navy shore installations, without delay and at reasonable times, to conduct routine safety and health investigations. Permission also extends to safety and health investigations based on reports of unsafe conditions. Occupational Health and Safety Administration (OSHA) officials may also investigate accidents or illnesses involving the Contractor's employees. Inspections may also be carried out by the Department of Labor to inspect for compliance with labor laws.

The Contractor shall cooperate with regulatory agencies and shall provide personnel to accompany the agency inspection or review teams. Contractor personnel shall be knowledgeable concerning the work being inspected, and participate in responding to all requests for information, inspection or review findings by regulatory agencies.

#### 5252.246-9303 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES (OCT 2004)

The Contractor shall perform all of the contract requirements. The Government will inspect and assess Contractor performance in accordance with FAR 52.246-4, INSPECTION OF SERVICES - FIXED PRICE and the Section E provision entitled GOVERNMENT PERFORMANCE ASSESSMENT. The Government will require re-

performance, withhold payment, or seek other suitable consideration for unsatisfactory or non-performed work. When defects can't be corrected by re-performance, the Government may reduce the price to reflect the reduced value of services performed.

(a) PROCEDURES. In the case of unsatisfactory or non-performed work, the Government:

(1) may give the Contractor written notice of observed deficiencies prior to withholding payment for unsatisfactory or non-performed work and/or assessing liquidated damages. Such written notice shall not be a prerequisite for withholding payment for non-performed work. The Government may specify, as provided for below, that liquidated damages can be assessed against the Contractor. Such liquidated damages are to compensate the Government for administrative costs and other expenses resulting from the unsatisfactory or non-performed work.

(2) may, at its option, allow the Contractor an opportunity to re-perform the unsatisfactory or non-performed work, at no additional cost to the Government. In the case of daily work, corrective action must be completed within **6** hours of notice to the Contractor. In the case of other work, corrective action must be completed within **24** hours of notice. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **10** percent of the value of all observed defects. The original inspection results of the Contractor's work will not be modified upon re-inspection. However, the Contractor will be paid for satisfactorily re-performed work.

(3) shall withhold from the Contractor's invoice all amounts associated with the unsatisfactory or non-performed work at the prices set out in the Schedule or provided by other provisions of this contract, unless the Contractor is required to re-perform and satisfactorily complete the work. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **10** percent of the value of all observed defects.

(4) may, at its option, perform the work by Government personnel or by other means. The Government will reduce the amount of payment to the Contractor, by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or by the actual costs incurred to accomplish the work by other means. If the actual costs cannot be readily determined, the prices set out in the Schedule will be used as the basis for the deduction. In addition, the Government can assess liquidated damages, as referenced above, in the amount of **N/A** percent of the computed cost.

(b) The Contractor is responsible for maintaining an effective Quality Control Program during the course of the contract. Failure to maintain adequate quality control may result in Termination for Default.

(c) Re-performance by the Contractor does not waive the Government's right to terminate for nonperformance in accordance with FAR clause 52.249-8, DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) of Section I and all other remedies for default as may be provided by law.

(d) When WATCHSTANDING SERVICES apply. **Not applicable**

(End of clause)

5252.246-9304 ESTIMATING THE PRICE OF NONPERFORMED OR UNSATISFACTORY WORK (OCT 2004)

In the event the price of non-performed or unsatisfactory work cannot be determined from the prices set out in the Schedule, or on the basis of the actual cost to the Government, estimating methods may be used to determine an amount, which reflects the reduced value of services performed. The Government may estimate the cost using wage rates and fringe benefits included in the wage determinations included in the contract, Government estimates of the Contractor's overhead and profit rates, and Government estimates of material costs if applicable. Liquidated damages, to compensate the Government for administrative costs and other expenses resulting from the non

performed or unsatisfactory performance, will be calculated in accordance with the CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED WORK clause. (End of clause)

## Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

## SECTION F: DELIVERIES OR PERFORMANCE

Refer to:

Attachment 1, Section F of the Performance Work Statement (PWS)

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2015 TO 31-DEC-2015	N/A	NAVFAC FAR EAST RYUICHI TAKAGI FEAD MISAWA UNIT 5050 APO AP 96319-5000 226-3595 FOB: Destination	N40084
0002	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0003	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0004	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0005	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0006	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0007	POP 01-JAN-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0008	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0009	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0010	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084

0011	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0012	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0013	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0014	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0015	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0016	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0017	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0018	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0019	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0020	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0021	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0022	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0023	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0024	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0025	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0026	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0027	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0028	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084

0029	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0030	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0031	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0032	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0033	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0034	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084
0035	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N40084

## Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA

## SECTION G: CONTRACT ADMINISTRATION DATA

- G.1 ORDERING ADDITIONAL QUANTITIES
- G.2 INVOICING INSTRUCTIONS AND PAYMENT PROCESSING
- G.3 ADMINISTRATIVE CONTRACTING AND PAYING OFFICES CLAUSES
- G.4 INCORPORATED BY FULL TEXT
  - 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)
  - 5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)
  - 5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)
  - 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

**G.1 ORDERING ADDITIONAL QUANTITIES**

Once the estimated quantities for individual line items shown in the Schedule have been ordered, additional quantities may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded via DOD EMALL.

**G.2 INVOICING INSTRUCTIONS AND PAYMENT PROCESSING**

a. Invoicing. Contractor's invoice for services performed shall be submitted to the Inspector via Wide Area Work Flow (WAWF), **no more often than one invoice will be submitted for the task order. Multiple task orders on one invoice will no longer be accepted by DFAS.**

b. Payment. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Upon verification of the work actually performed and after receipt of required Contractor submittal, invoices will be processed for payment.

**G.3 ADMINISTRATIVE CONTRACTING AND PAYING OFFICES**

Submit a monthly invoice for FFP work via WAWF electronically in accordance with instructions in the DFARS clauses 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUNE 2012) and 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY2013).

**G.4 CLAUSES INCORPORATED BY FULL TEXT**

## CLAUSES INCORPORATED BY FULL TEXT

5252.201-9300, CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government. (End of clause)

## 5252.216-9300 APPOINTMENT OF ORDERING OFFICER(S) (OCT 1996)

Ordering Officers under this contract are authorized by the Contracting Officer to execute delivery/task orders provided the total price for the delivery/task order does not exceed the individual Contracting Officer(s) warrant limitations. The ordering officers and their specific authority shall be stated in this contract or in an appointment letter.

## 5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30). Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued. (End of clause)

## 5252.242-9300, GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

X (1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

X (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

\_\_\_(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

## Section H - Special Contract Requirements

LOCAL PROVISIONS AND CLAUSES

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

- H.1 CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (e-FSC)
- H.2 CONCILIATION
- H.3 CUSTOMS AND TAX EXEMPTION
- H.4 EXEMPTION FROM JAPANESE CUSTOM
- H.5 PAPERLESS CONTRACTING
- H.6 STATUS OF FORCES AGREEMENT (SOFA)
- H.7 CLAUSES INCORPORATED BY REFERENCE AND FULL TEXT
  - 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
  - 52.232-36 PAYMENT BY THIRD PARTY (JULY 2013)
  - 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
  - 252.232-7009 MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (DEC 2006)
  - 5252.229-9302, CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN [JAPANESE LAW NO. 108, 1988] (JUN 1994)

**H.1 CONTRACTOR SUPPORT OF ELECTRONIC FACILITIES SUPPORT CONTRACTING (e-FSC)**

- a. The contractor is required to monitor IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government Purchase Card (GPC) PROGRAM. When receiving GPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.
- b. The contractor agrees to accept and process electronically submitted GPC orders for IQ services, including those orders issued through the DoD EMALL. The DoD EMALL is a U.S. Government (USG) owned and operated web-based ordering system that enables any Department of Defense (DoD) or Federal activity to search for and order goods and services. Authorized GPC users will receive approved accounts on DoD EMALL to view and order IQ line items. The current list of GPC users authorized to place orders with the contractor for services will be furnished by letter to the contractor from the Contracting Officer.
- c. The contractor is required to receive electronic IQ orders from the DoD EMALL using 128-bit encrypted email. The contractor agrees to purchase, install, and utilize the most recent version of PGP Personal software, or a comparable solution, for the purpose of decrypting order notification emails from the DoD EMALL.
- d. The contractor shall post updates on order delivery schedule and performance to the DoD EMALL in timely manner.
- e. The contractor shall track quantities and report total ordered quantity in DoD EMALL and approved DD1155's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of each succeeding month. The contractor must track and report when total dollar value of all orders from both GPC purchases and DD 1155s exceed 75% of the combined Section B Pre-Priced Line Item quantities.

**H.2 CONCILIATION CLAUSE**

- a. Any disagreement arising under this contract which is not resolved by the parties to this contract may be

submitted to the U.S.-Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI, of the Treaty of Mutual Cooperation and Security between Japan and the United States of America.

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

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

### **H.3 CUSTOMS AND TAX EXEMPTION**

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

### **H.4 EXEMPTION FROM JAPANESE CUSTOM**

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

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

b. Paragraph 3, Article XII of said Status of Forces Agreement, 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. Currently, these taxes are: (a) Commodity tax; (b) Traveling tax; (c) Gasoline tax and local road tax on gasoline; (d) Diesel oil tax; (e) Electricity and gas taxes; (f) Liquefied petroleum gas tax.

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

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

Custom Duty or Tax

Type of Commodity and Percentage of Tax

Amount of Duty of Tax Excluded in US Dollars

Company Name:

## **H.5 PAPERLESS CONTRACTING**

- a. The U.S. Navy (hereafter referred to as the Government) intends to administer any contract awarded under this solicitation using paperless contracting methods to the greatest extent practicable. Paperless contracting involves the use of an electronic medium such as the internet, computer diskettes, CD-ROM, or electronic mail (e- mail) in place of paper documents to award, solicit, or administer a contract.
- b. In order to facilitate the use of paperless contracting methods, the Contractor shall possess the capability to communicate and exchange authenticated documents with the Government electronically during the contract performance period. Such capability shall include the ability to receive, acknowledge, reply to, and send documents via electronic mail. Additionally, such capability shall not require or be contingent upon any modification or upgrade to existing Government software. The Contractor also agrees to maintain such capability notwithstanding any changes or modifications to existing Government software during the contract performance period so long as the Government provides reasonable notice and any equipment and/or software required to maintain such capability is commercially available.
- c. The Contractor shall utilize the paperless contracting capability described above as directed by the contracting officer during the contract performance period. Documents which may be required to be exchanged electronically include, but are not limited to, task orders, modifications, requests for cost proposals, and other routine correspondence. Exceptions to the contracting officer's direction may be granted in unusual circumstances with the prior approval of the contracting officer.
- d. Both the Contractor and the Government agree to share all such technical information as is necessary to facilitate efficient and reliable electronic communications during the period of contract performance. Such information may include such data as e-mail addresses, available software, and mutually agreed procedures, but shall not include any information the disclosure of which would violate any applicable licenses or other agreements. In case of any technical difficulties precluding the use of electronic communications, both the Government and the Contractor agree to work in good faith to resolve any such difficulties.
- e. For informational purposes, the Government anticipates that its contracting personnel will utilize the following computer software programs during the administration of this contract: Microsoft Office (Excel and Word), Adobe Acrobat, and AutoCAD.

## **H. 6 STATUS OF FORCES AGREEMENT (SOFA)**

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

## **H.7 CLAUSES INCORPORATED BY REFERENCE AND FULL TEXT**

### **CLAUSES INCORPORATED BY REFERENCE**

52.204-7	System for Award Management	JUL 2013
52.232-36	Payment by Third Party	MAY 2014
52.232-37	Multiple Payment Arrangements	MAY 1999

252.232-7009      Mandatory Payment by Governmentwide Commercial      DEC 2006  
Purchase Card

CLAUSES INCORPORATED BY FULL TEXT

5252.229-9302, CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS  
AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN  
[JAPANESE LAW NO. 108, 1988] (JUN 1994)

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

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

(2) Goods and services purchased in Japan, by persons, including corporations, who are designated by the USG in accordance with the provisions of paragraphs 1 and 2, Article XIV of the SOFA (Article XIV Contractors), solely for the purpose of performing the business of construction, maintenance or operation under the contract for construction, etc., for use by the U. S. Armed Forces, or film and gasoline purchased in Japan by Article XIV Contractors solely for the business activities described above.

(b) The underlying objective is to obtain the full amount of the exemption from the tax on U.S. Forces procurements immediately at the time of purchase, and at the same time give the Contractor a proof of purchase document, acceptable to GOJ tax authorities, which he/she can present to the tax authorities to obtain a tax credit and/or refund for tax already collected and paid by previous sellers.

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	JUL 2014
52.245-1	Government Property	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0003	Line Item Specific: Contracting Officer Specified ACRN Order	SEP 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7041	Correspondence in English	JUN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 January 2015** through **the contract completion date**.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

## 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **5,000 Japanese Yen**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **300,000 Japanese Yen**;

(2) Any order for a combination of items in excess of **1,000,000 Japanese Yen**; or

(3) A series of orders from the same ordering office within **7** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 December 2014**.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 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 within 30 calendar days..

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

None

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor **within 30 days from the date of acceptance by the Government**. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

Federal Acquisition Regulation: <http://farshite.hill.af.mil/vffara.htm>  
Department of Defence FAR Supplement: <http://farsite.hill.af.mil/Vfdfar1.htm>.

(End of clause)

##### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(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 Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.
- (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).

**Navy Construction / Facilities Management Invoice**

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

**N40084-MISAWA**

(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	HQ0721
Issue By DoDAAC	N40084-MISAWA
Admin DoDAAC	N40084-MISAWA
Inspect By DoDAAC	N40084-MISAWA
Ship To Code	N40084-MISAWA
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	N40084-MISAWA
Service Acceptor (DoDAAC)	N40084-MISAWA
Accept at Other DoDAAC	N40084-MISAWA
LPO DoDAAC	N40084-MISAWA
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(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.

**ryuichi.takagi.ja@fe.navy.mil**

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

**ryuichi.takagi.ja@fe.navy.mil**

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

(End of clause)

#### 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

(End of clause)

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

#### 5252.215-9300, CONTENT OF PROPOSALS (MAR 2002)

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

(b) The offeror shall submit the following information:

- (1) See Section L & M completed signed solicitation packages, including executed representations and certifications, and cost/prices in Section B and any accompanying exhibits.
- (2) See Section L & M copies of the technical proposal.
- (3) See Section L & M copies of the cost/price proposal.

(c) TECHNICAL PROPOSAL. Each technical proposal shall be precise, detailed, and complete as to clearly and fully demonstrate a thorough knowledge and understanding of the requirements. As a minimum, the

proposal must contain sufficient detail so that it may be evaluated in accordance with the EVALUATION FACTORS provision, Section M.

(d) PRICE/COST PROPOSAL. Each price/cost proposal shall contain a breakdown of direct labor costs; direct material cost (identifying the quantity, type and unit price); subcontracting costs; overhead costs; general and administrative costs; and profit.

(1) Offers are solicited on an "all or none" basis and FAR 52.215-1, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (MAY 2001)" in Section L, is hereby modified. Failure to submit offers for all line items listed shall be cause for rejection of the offer.

**5252.216-9310, COMBINATION FIRM FIXED-PRICE/INDEFINITE QUANTITY CONTRACT  
(MAR 2002)**

(a) This is a combination firm fixed-price/indefinite quantity contract for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the fixed-price portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Indefinite Quantity. The fixed-price quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

(b) Work items for the indefinite quantity portion of the contract are identified in the Schedule and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Indefinite Quantity are estimates only and may be ordered by issuance of separate task orders.

(c) Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the firm fixed-price portion of the contract.

(d) Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(e) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**5252.216-9313, MAXIMUM QUANTITIES (JUN 1994)**

As referred to in 5252.216-9310, "COMBINATION FIRM FIXED-PRICE/INDEFINITE-QUANTITY CONTRACT" clause, the minimum guarantee of work is the firm fixed-price portion of the contract. The maximum dollar value of the contract is the total dollar value of the fixed- price and indefinite quantity Items. The maximum shall not be exceeded except as may be provided by formal modification to the contract.

**5252.217-9301, OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES  
(JUN 1994)**

(a) The Government may extend the term of this contract for a term of one (1) to twelve (12) months by written notice to the Contractor within the performance period specified in the Schedule; provided that the

Government shall give the Contractor a preliminary written notice of its intent to extend 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

#### 5252.236-9305, AVAILABILITY OF UTILITIES (JUN 1994)

When available, the Government will furnish reasonable amounts of the following utilities for the work to be performed under this contract at no cost to the Contractor. Information concerning the location of existing outlets may be secured from the OIC. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

Electric - Water - Compressed Air

Contractor Furnished Utilities. In the event that the Government is unable to provide the required types of utilities, the Contractor shall, at his expense, arrange for the required utilities.

Contractor Energy Conservation. The Contractor shall be directly responsible for instructing employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

- a. Lights shall be used only in areas where and at the time when work is actually being performed.
- b. Mechanical equipment controls for heating, ventilation and air conditioning systems will not be adjusted by the workers.
- c. Water faucets or valves shall be turned off after the required usage has been accomplished.

Telephone Lines. Telephone lines for the sole use of the contractor will not be available. Government telephones shall not be used for personal reasons.

Contractor Availability. The contractor shall maintain a telephone at which he or his representative may be reached 24 hours daily. The telephone shall be listed in the contractor's name. If the contractor does not have a local telephone, he shall maintain a toll free emergency telephone (or accept collect calls from authorized Government personnel) at which he or his representative may be reached at night, weekends and holidays. It is mandatory that the contractor or his representative be available to a toll-free telephone 24 hours per day, seven days per week, including holidays. He shall notify the OIC in writing of the mailing address and telephone number within three days after award of this contract and immediately thereafter in the event of change.

#### 5252.237-9300, SCHEDULE OF DEDUCTIONS (NOV 1998)

Within fifteen (15) days after the contract award, the successful Contractor shall provide an acceptable Schedule of Deductions for the base period and each option year of the contract. No work may commence until such Schedule of Deductions is approved by the Contracting Officer. The total of the Schedule of Deductions must equal the amount entered in Contract Line 0001. If for any reason this contract is modified, including the exercise of an option, and the modification affects the schedule of deductions, the contractor shall submit a revised schedule of deductions within fifteen (15) days of the date of the modification. Prices shown in the Schedule of Deductions will be utilized in conjunction with the "CONSEQUENCES OF THE CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICE" clause in making deductions to the contract price for nonperformed or unsatisfactory work.

Unbalancing in the Schedule of Deductions submitted shall be the cause for withholding approval and requiring resubmittal of a balanced schedule. The Contractor's failure to provide an approved Schedule of Deductions shall be grounds for TERMINATION FOR DEFAULT. The Government reserves the right to unilaterally establish a Schedule of Deductions in the event the successful Contractor fails to present the Schedule of Deductions within fifteen (15) calendar days of the date of contract award or presents a Schedule of Deductions which is unbalanced or materially deficient. The approved Schedule of Deductions shall be part of the contract. DO NOT SUBMIT the Schedule of Deductions with the offer.

#### 5252.237-9301, SUBSTITUTIONS OF KEY PERSONNEL (JUNE 1994)

The Contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit prices may occur as a result of key personnel substitution.

#### 5252.242-9305, PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 15 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

#### 5252.245-9300 GOVERNMENT-FURNISHED PROPERTY, MATERIALS AND SERVICES (FEB 2009)

In accordance with FAR clause 52.245-1, Government Property (JUN 2007), Section I, the Government will provide the Contractor the use of Government-owned facilities, equipment, materials, and utilities as identified in Annex 0200000 PWS, Spec Item 2.4 for use only in connection with this contract. All such facilities, equipment, and materials will be provided in "as is" condition and their use is at the option of the Contractor. The use of Government-furnished property and services for other purposes is prohibited.

(a) Government-Furnished Facilities. None.

(b) Government-Furnished Equipment. None.

(1) The Contractor shall provide periodic servicing, maintenance, and repair of the equipment accepted for use. Servicing, maintenance, and repair shall be provided in accordance with the manufacturer's recommendations, and records of all work performed shall be maintained and made available to the Contracting Officer upon request.

(2) The total or partial breakdown or failure of the Government-furnished equipment shall not relieve the Contractor of responsibility to fully perform the work of the contract. Upon completion or termination of the contract, all Government-owned equipment shall be returned to the Government in the same condition as received, except for normal wear and tear. Equipment which becomes worn out due to normal wear and tear shall be returned to the Government and its replacement shall be the responsibility of the Contractor at no additional cost to the Government. The Contractor shall be responsible for the cost of any repairs or replacement caused by negligence or abuse.

(3) The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work under this contract to determine the exact number and serviceability of Government-furnished equipment. The Contractor shall

then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the Contracting Officer. Government-furnished equipment shall not be removed from the military base/facility unless approved by the Contracting Officer in writing.

(c) Government-Furnished Material. The Government will furnish the material described in **Annex 0200000 PWS, Spec Item 2.4** to the Contractor on a as necessary basis. The Contractor and the Contracting Officer shall conduct a joint inventory before commencing work to determine the exact amount and serviceability of Government-furnished materials. The Contractor shall then certify the findings of this inventory, assume accounting responsibility for all materials accepted for use, and provide documentation supporting issue/use of such material. Upon depletion of material provided to the Contractor by the Government, the Contractor shall furnish all material to perform the work of the contract, except as otherwise specified herein. Upon completion or termination of this contract a second joint inventory shall be conducted, if necessary, of all unused Government-furnished materials. The Contractor shall be held liable for all materials which cannot be accounted for by issue/use documentation.

(d) Availability of Utilities. The Government will furnish **electricity and fresh water services (Refer to Annex 0200000 PWS, Spec Item 2.4.2)** at existing outlets for use in those facilities provided by the Government, and as may be required for the work to be performed under the contract. Information concerning the location of existing outlets may be obtained from the Contracting Officer. The Contractor shall provide and maintain, at his expense, the necessary service lines from existing Government outlets to the site of work.

(1) Utilities specified above will be furnished at no cost to the Contractor

(End of clause)

5252.248-1 VALUE ENGINEERING (MAR 1989) (NAVFAC DEVIATION NOV 1998)

(a) The Contractor is entitled, as prescribed in this clause, to share in cost savings resulting from the implementation of cost reduction projects, which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or Section C, Performance Work Statement, of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions.

(1) Cost savings - as contemplated by this clause, means savings that result from instituting changes to this contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal (CRP) - For the purpose of this clause, a Cost Reduction Proposal means a proposal that achieves cost savings as described in this clause. These alternatives must result in a net reduction in the contract price to the Government. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Contractor implementation costs - As used in this clause, contractor implementation costs shall mean those costs which the Contractor incurs on this contract in developing, preparing, submitting, and negotiating a CRP; as well as those costs the Contractor will incur to make any structural or organizational changes in order to implement an approved CRP.

(4) Government cost - As used in this clause, the term government costs means internal costs of the Government agency, which result directly from development, and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated

with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the CRP.

(c) General. The Contractor shall develop, prepare and submit CRPs with supporting information, as detailed in paragraph (e) and (f) of this clause to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs that reduce the price of this contract. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50% of the total net cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including government and other contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and the Government is encouraged.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on this contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings, will be limited to the remaining term of the contract. Implementation costs of the Contractor savings initiative must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP.

(e) Processing of Cost Saving Initiatives. There is an initial submittal, which shall include the following information, as applicable, in sufficient detail for the Government to determine the feasibility of further investigation of the initiative.

(1) Initiative title and description, including contract references (paragraph numbers), if appropriate; estimated total price; what the Contractor would provide; what the Government would provide; the duration of the agreement; anticipated total revenues, expenses and net gains for the agreement period; pay back schedule; risk assessment; percentage of distribution of revenues generated; drawings and maps of the affected areas and facilities; potential impacts to the Government; potential benefits; the impact to the BOSC, etc. Initiatives should minimize any adverse impact to operations and mission capability, legal requirements, and public health and safety.

(f) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

(1) Identification of the current contract requirements or established procedures and/or organizational support, which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet the Government's requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements, which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to the Government contract management process should also be addressed.

(4) Detailed cost estimates, which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged and a revised ETC for the covered contract, which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(g) Administration.

(1) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(2) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of the savings shall not be made until the Government begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(3) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which had the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Government's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(h) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive clauses of the contract, if any, for the same cost reductions.

(i) Disapproval of, or failure to approve any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(j) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(k) The Government reserves the right to use the cost saving initiatives developed in this contract wherever and whenever they would be determined advantageous to the Government.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER

ATTACHMENTS

Refer to:

Attachment 1, Section J of the Performance Work Statement (PWS) for Custodial and Grounds Service for Naval Commands Misawa and FLCY Hachinohe, Japan

## Section K - Representations, Certifications and Other Statements of Offerors

SECTION SUMMARY

## PART IV – REPRESENTATIONS AND CERTIFICATIONS

**1.1 SUMMARY** - The offeror makes the following representations and certifications by placing a check in the appropriate spaces or otherwise as appropriate, as part of the proposal identified above. The following provisions are from the Federal Acquisition Regulation (FAR) and Department of Defense Federal Acquisition Regulation Supplement (DFARS). Contractor is required to complete the paragraphs below and return with the proposal forms.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [561210 Facilities Support Services](#).

(2) The small business size standard is [not applicable for this procurement](#).

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

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

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

Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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

- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.) [None](#).

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

**PART V - INSTRUCTIONS TO OFFER****1. LOCAL SOURCES RESTRICTION**

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

**2. CONTRACTOR LICENSING REQUIREMENTS**

The Contractor must possess a valid license as required in Anex 1503050 Performance Works Statement (PWS), Spec Item 2.3.4

**3. PROPOSAL SUBMITTAL REQUIREMENTS****3.1. Proposal Format**

Proposals submitted in response to this solicitation shall address all items in the SF33, be formatted as follow, and furnished in the number of copies stated herein. A cover letter shall accompany the proposal. The cover letter shall include:

- (a) The solicitation number;
- (b) The names, addresses, telephone and facsimile numbers, and email addresses of the Offeror;
- (c) The **DUNS Number and CAGE Code** of the Offeror;
- (d) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (e) Names, titles, phone and facsimile numbers, and email addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation and;
- (f) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

**3.2. Proposal for the Solicitation****COVER LETTER****PRICE****PROPOSAL**

Binder 1: Price– The binder shall contain the following original documents:

- (a) Standard Form 33, Solicitation Offer and Award including price proposal, Section B
- (b) Completed Exhibit Line Item Number (ELIN) worksheet in the hard copy and a compact disc (CD) Microsoft Excel format as provided in Attachment J-0200000-06 to support the amounts specified for each Contract Line Item Number (CLIN) on Section B of the solicitation. In the event that there is a difference between the hard copy and Microsoft Excel format version of the price proposal, the hard copy price proposal will be held to be the intended offer.
- (c) CLIN identified in Section B will be equivalent to the total of ELINs prices.
- (d) All prices shall be in Japanese Yen.
- (e) It must be noted that per Annex 0200000 Spec Item 2.14.3, the offeror shall provide pricing for multiple COLS where indicated. The Government reserves the right to award options

- changing the specified COLS as detained in Section C Annexes 1503010, 1503050 and 1503060.
- (f) Representations/certifications as provided in Section K of RFP
- (g) Joint Venture Agreement and/or Teaming Agreement (if applicable)
- (h) Responsibility Determination/ Pre-award Survey Information (see item 7 of this section).

### TECHNICAL PROPOSAL

Binder 2, Tab 1: Factor 1– Corporate Experience (Complete Experience Data Sheet)

Binder 2, Tab 2: Factor 2 – Safety

Binder 2, Tab 3: Factor 3 – Past Performance (CPARS data or Complete Past Performance Questionnaire (PPQ))

#### 3.3. Proposal Submission

Proposals in response to this RFP must be submitted in the format and number of copies below:

- a. One (1) **original** hard copy of the Technical Proposal
- b. Three (3) hard copies of the Technical proposal
- c. One (1) electronic copy of the Technical Proposal in Adobe Acrobat PDF format provided on a compact disc (CD).
- d. One (1) **original** hard copy of the Price Proposal
- e. One (1) hard copy of the Price Proposal
- f. One (1) electronic copy of the completed Schedule (J-0200000-06) in Microsoft Excel format provided on CD. The SF33, Representations and Certifications, and Joint Venture Agreement (if applicable) are not required in electronic format. Place the CD in the sealed envelope, along with the hard copies of the Price Proposal.

The offeror is responsible for ensuring that all original paper and electronic copies are identical. Should there be a discrepancy between the paper and electronic versions, the paper copy shall govern.

Proposals must be received by this office on or before **8 Dec 2014 at 11:00 A.M or as amended (Block 9 of the SF33)**.

Proposals shall be submitted in two or three ring binders and bound, with tabs or separators and shall include a table of contents. Page limits, where stipulated, must be adhered to (page refers to one printed side of a piece of paper).

Only offers received by mail or package delivery service (takuhai bin) on or before 8 Dec 2014 at 10:30 A.M. JST will be considered. Electronic (E-mail, facsimile, etc.) submissions are not authorized.

**Pick up of proposals from the main gate will be provided if the offeror does not have a gate pass to access Misawa Air Base. The offeror is required to call Mr. Ryuichi Takagi at 0176-57-3885 no later than one (1) hour prior to the proposal due date and time.**

Offerors shall submit the proposal to the following

address: Attn: Mr. Ryuichi Takagi

Naval Facilities Engineering Command Far East (NAVFAC FE)

Public Works Department (PWD) Misawa, Code PRM22

UNIT 5050, APO AP 96319-5000

Bldg. 987, Misawa Air Base,

1-Chome, Hirahata, Misawa-shi, Aomori-ken, Japan 033-0012

**PROPOSALS MUST BE RECEIVED AND DATE/TIME STAMPED BY THE CONTRACTING OFFICER ON OR BEFORE THE DATE AND TIME SPECIFIED IN THE RFP. LATE SUBMITTALS WILL NOT BE CONSIDERED UNLESS IT MEETS THE REQUIREMENTS IN FAR 52.215-1**

**INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION.**

Proposal must be clearly marked on the outside of the package with the solicitation number.

#### 4. SCHEDULE OF WORK (FFP AND IDIQ):

- a. Offerors shall enter amounts (unit prices and totals) for Exhibit Line Item Numbers (ELINs) as indicated in the Schedule provided (Attachment J-0200000-06) for FFP and IDIQ and be submitted as stated in 3.3 of this section.
- b. In the event that there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid/offer and the total of the CLINs or ELINs will be recomputed accordingly. The CLIN which includes recomputed contract ELINs will also be recomputed to take into account the change in the contract ELIN. If the bidder/offeror provides a total amount for a CLIN or ELIN but fails to enter the unit price, the total amount divided by the CLIN or ELIN will be held to be the intended unit price.
- c. In the event that there is a difference between the hard copy and Microsoft Excel format version of the price proposal, the hard copy price proposal will be held to be the intended offer and the total of the CLINs or ELINs will be recomputed accordingly.
- d. The accompanying exhibits will be used as the basis of deductions pursuant to "CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES"
- e. Offerors shall provide pricing in Japanese Yen. The contract will be awarded in a U.S. Dollar (\$) amount value for the administrative convenience of the U.S. Government. Payment will be made in a Japanese Yen.

#### 5. SITE VISIT/PRE-PROPOSAL CONFERENCE

The site visit and pre-proposal conference will be held on 14 Nov 2014. Attendees shall meet at the conference room of Bldg. 987, PWD Misawa at 0900 hrs.

If the offeror does not have a gate pass to access Misawa Air Base, please send an e-mail to the point of contact below for a temporary gate pass and escort no later than one (1) day prior to the pre-proposal conference/site visit date. Driver's license, car registration, and insurance certificate are required for the temporary pass.

POC: RYUICHI TAKAGI  
E-mail: [ryuichi.takagi.ja@fe.navy.mil](mailto:ryuichi.takagi.ja@fe.navy.mil)  
Tel/Fax: 0176-57-3885

The pre-proposal conference will begin at 0900 hours and the site visit will immediately take place afterward. The site visit will end at approximately 1500 hours on the day.

Please submit full names (in English) of all attendees of your company via e-mail no later than one (1) day prior to the pre-proposal conference/site visit to Mr. Ryuichi Takagi ([ryuichi.takagi.ja@fe.navy.mil](mailto:ryuichi.takagi.ja@fe.navy.mil))

All attendees must possess photo identification (i.e. passport or driver's license) on the day of the site visit/preproposal conference. For any questions or concerns, please contact Mr. Ryuichi Takagi (see item 12 below).

#### 6. AMENDMENTS

Amendments will be posted at <https://asia.neco.navy.mil>. Hard copies of the amendment will not be mailed. It is the offeror's responsibility to check the website periodically for any amendments to the solicitation. Contractor must acknowledge any and all amendments issued under this solicitation either by annotating it on the SF33 or signing each SF30 (amendment) and submitting it with the contractor's proposal.

#### 7. RESPONSIBILITY DETERMINATION / PRE-AWARD SURVEY

FAR 9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or ability to obtain them, capability to comply with the required

performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. The pre-award survey is not a part of the technical evaluation.

***The following information shall be submitted with the price proposal:***

- a. Company financial statements (balance sheets and income statements) for the past three years.
- b. Financial resources available to perform the contract. Submit evidence of availability of working/operating capital that will be used for the performance of the contract. If the offeror plans to rely on financial support from other sources, identify the maximum lines of credit that will be available to include documentation to support the amounts. The maximum lines of credit should be based upon the inclusion of this contract effort. For joint ventures discuss the financial responsibilities among the companies and provide the same information for each partner.

### **8. JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTNERSHIPS (LTD), AND ETC.**

Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities with the price proposal:

- a. A copy of the JV, LLC or LTD agreement.
- b. A detailed statement outlining the following in terms of percentages where appropriate:
  1. The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing.
  2. The management approach in terms of who will conduct, direct supervise, and control.
  3. The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
  4. Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to execute the contract documents and bonds).
- c. A list of partners/parties, to include company name, DUNS and CAGE numbers, address, point of contact, email address, phone number and facsimile number.

### **9. SYSTEM FOR AWARD MANAGEMENT (SAM)**

Contractors must be registered in the System for Award Management (SAM) prior to award of a DoD contract. Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls. A contract cannot be awarded to a contractor not registered in the SAM. Remember to review the NAICS codes listed in your record and make sure that you have listed the NAICS code for this procurement.

### **10. INCURRED EXPENSES**

The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

### **11. NO ALTERNATE OR MULTIPLE PROPOSALS**

Neither multiple proposals, nor proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

### **12. INQUIRIES**

Inquiries regarding this Request for Proposal (RFP) shall be submitted electronically using the Request for

Information (RFI) form provided as Attachment (3). Point of Contact (POC) for inquiries is Mr. Ryuichi Takagi, email at [ryuichi.takagi.ja@fe.navy.mil](mailto:ryuichi.takagi.ja@fe.navy.mil). The Government does not intend to respond to inquiries submitted less than 10 days before the proposal receipt date.

### **13. SOLICITATION ATTACHMENTS**

Attachment 1: Performance Work Statement (Annexes 1, 2, 1503010, 1503050 and 1503060) for Naval Commands Misawa and FLCY Hachinohe, Japan

Attachment 2: Request For information (RFI) Sheet

Attachment 3: Factor 1 - Corporate Experience Data Sheet

Attachment 4: Factor 3 - Past Performance Questionnaire

## Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

1. The award will be made to the Lowest Priced Technically Acceptable (LPTA) offeror considering price and the following non-price factors:

- Factor 1 – Corporate Experience
- Factor 2 – Safety
- Factor 3 – Past Performance

The distinction between corporate experience and past performance is corporate experience pertains to the types of work and volume of work completed by a contractor that are comparable to the types of work covered by this requirement, in terms of size, scope, and complexity. Past performance pertains to both the relevance of recent efforts and how well a contractor has performed on the contracts.

2. Basis of Evaluation and Submittal Requirements for Each Factor.

(a) Price:

(1) Solicitation Submittal Requirements:

- Standard Form 33, Solicitation, Offer and Award
- Attachment J-0200000-06, 35 pages
- Representations/certifications-Section K
- Joint Venture Agreement (if applicable)

(2) Basis of Evaluation:

As the Offerors provide prices for the different COLS and Measures, FOR EVALUATION AND BEST VALUE DETERMINATION PURPOSES ONLY, the Government will evaluate price based on the weighted average of the total price. Assigned weights for each CLIN are as follows:

CLIN 0001 = 15%, CLIN 0002 = 15%, CLIN 0003 = 30%, CLIN 0004 = 25%, CLIN 0005 = 10%, CLIN 0006 = 0.5% and CLIN 0007 = 100%

Same weights shall be assigned to CLINs of all option periods.

For Example:

CLIN 0001 TOTAL	= \$50,000 x 15%	= \$7,500
CLIN 0002 TOTAL	= \$60,000 x 15%	= \$9,000
CLIN 0003 TOTAL	= \$70,000 x 30%	= \$21,000
CLIN 0004 TOTAL	= \$80,000 x 25%	= \$20,000
CLIN 0005 TOTAL	= \$90,000 x 10%	= \$9,000
CLIN 0006 TOTAL	= \$100,000 X 5%	= \$5,000
CLIN 0007 TOTAL	= \$5,000 X 100%	= \$5,000
TOTAL WEIGHTED PRICE		= \$76,500*

(\*This amount will be used for price evaluation purposes only and best value determination).

For the base period, award shall be made by CLIN 0003, however, the offeror is required to price each service level for evaluation.

An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government. The Government reserves the right to increase or decrease the COLS at the time it exercises its option to extend the contract at the prices indicated in the schedule.

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

- (i) Comparison of proposed prices received in response to the RFP.
- (ii) Comparison of proposed prices with the IGCE.
- (iii) Comparison of proposed prices with available historical information.
- (iv) Comparison of market survey results.

(b) Technical Factors:

(1) **Factor 1, Corporate Experience:**

(i) Solicitation Submittal Requirements:

Use Exhibit “A” (Experience Project Data Sheet to submit projects for evaluation under Tab “1 “.

The Offeror shall submit complete Exhibit A (Experience Project Data Sheet) for a maximum of three (3) projects completed including all options within the past five (5) years before the date of issuance of this RFP, or on going projects more than 80% complete including all options. For JVs/Partnerships, the Offeror may submit up to maximum of six (6) projects for each partner/JV member.

Experience Narratives from any Offerors who are part of the joint venture will be considered as the offeror. Relevant projects are custodial, grass cutting and snow/ice removal service that are similar in nature and scope as those required by this contract including at least one of each of the following services; (1) custodial/janitorial service –minimum amount ¥5,000,000 per year, (2) grass cutting service-minimum amount ¥2,000,000 per year, and (3) snow/ice removal service-minimum amount ¥3,000,000 per year.

When offerors do not have applicable experiences or lack of some experience specified above, offerors may provide the experiences of subcontractors they intend to employ or a combination of experiences with themselves as prime contractor and the various subcontractors they intend to employ. In such case, the offeror is required to submit the partnership agreement, or joint venture or commitment letters if not employed with the offeror already.

(ii) Basis of Evaluation:

If offeror fails to submit a relevant experience from each category of the above three (3) categories, the offer is “Unacceptable”.

(2) **Factor 2, Safety:**

(a) Submittal Requirements:

Offeror shall provide the following information under Tab “2” in accordance with the notes at the bottom of this subsection:

(1) Summary of Work-Related Injuries and Illnesses

Offeror (or each member of a Joint Venture (JV) or partnership) shall provide a Summary of Work-Related Injuries and Illnesses for each of the past three full calendar years (Jan – Dec, 2011 - 2013) including explanation of any extenuating circumstances or trends. The summary, including explanations, shall not exceed 2 single sided pages per year.

The summary shall include the following data for each calendar year:

- Total number of fatalities.
- Total number of cases with days away from work.
- Total number of cases with job transfer or restriction.
- Total number of days away from work.
- Total number of days of job transfer or restriction.
- Total number of other recordable cases.

(2) Total Case Incident Rate (TCIR)

Offeror (or each member of a JV or partnership) shall provide the Total Case Incident Rate (TCIR) for each of the past three full calendar years (Jan – Dec, 2011 - 2013) including an explanation of extenuating circumstances or trends covering all three years, not to exceed two single sided pages per year.

The Total Case Incident Rate (TCIR) is calculated by multiplying the number of recordable cases by 200,000, and then dividing that number by the number of labor hours.

$$\text{TCIR} = \frac{\text{Total Number of Recordable Cases} \times 200,000}{\text{Number of employee labor hours worked}}$$

(3) Days Away from Work, Restricted Duty, or Job Transfer (DART) rate

Offeror (or each member of a JV or partnership) shall provide the Days Away from Work, Restricted Duty, or Job Transfer (DART) rate for each of the past three full calendar years (Jan – Dec, 2011 - 2013) including explanation of any extenuating circumstances or trends. The summary, including explanations, shall not exceed 2 single sided pages per year.

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

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

(4) Citations

Offeror (or each member of a JV or partnership) shall provide a listing of any citations, fines, notices or findings of violations, or equivalent warnings or sanctions received from the U.S. Occupational Safety and Health Administration, Japan Labor Standards Inspection Office, Korea Occupational Safety and Health Agency, Singapore Occupational Safety and Health Division, or other government agency responsible for enforcing occupational health or safety standards for each of the past three full calendar years (Jan – Dec, 2011 - 2013).

(5) Safety Recognition Awards/Certificates and Accreditations

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

(6) Safety Narrative

Offeror shall provide a safety narrative, not to exceed six single sided pages discussing the following information:

- Description of plan to monitor safety performance and ensure a safe worksite. At a minimum, such plan shall include employee involvement and orientations, training, worksite analysis and mishap investigation.
- Description of what Offeror has done to address/correct safety problems in the past.
- Description of Offeror's plan to evaluate safety performance of potential subcontractors as part of the subcontractor selection process.
- Description of Offeror's methods to ensure and monitor safe work practices.

**Notes:**

- (1) For enterprises which have separate divisions, if segregated information applicable only to the division or divisions that may be involved in the performance of the contract is available, information shall be provided at that level; otherwise information shall be provided at the next level that includes information for all divisions that may be involved in performance of the contract.
- (2) "Recordable cases" include each work related death and each work related injury or occupational illness involving days away from work, restricted work, transfer to another job, medical treatment beyond first aid, or loss of consciousness.
- (3) Required summaries and rates shall be based on all projects, regardless of whether projects were military or commercial.

**(b) Basis of Evaluation:**

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

(1) Safety Records:

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

(2) Safety Recognition Awards/Certificates and Accreditations:

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

(3) Technical Approach to Safety:

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

(c) Past Performance

(1) **Factor 3, Past Performance:**

(i) Solicitation Submittal Requirements:

Use Exhibit “B” (NAVFAC Past Performance Questionnaire (PPQ)) to submit projects for evaluation under Tab “3”.

A maximum of three (3) projects will be evaluated for the Offeror. Joint Ventures may submit past performance information on six (6) projects; a maximum of three for each member of the joint venture.

This factor involves an evaluation of how relevant a recent contract effort was in regards to the RFP requirement in terms of scope size and complexity, and how well the Offeror performed as a prime contractor on the projects / contract effort.

Note: The following type of contract for services, in addition to the following criteria, are considered to be relevant: custodial/janitorial, ground maintenance, and snow/ice removal service. To be relevant, the contracts must be similar in scope and complexity to the services solicited in this RFP with a yen value minimum amount of ¥5,000,000 per year for custodial/janitorial service, minimum amount of ¥2,000,000 per year for grass cutting service, and minimum amount of ¥3,000,000 per year for snow/ice removal service within the past 5 years before the date of issuance of this RFP, or ongoing projects more than 80% complete including all options.

IF A COMPLETED CPARS EVALUATION IS AVAILABLE, IT SHALL BE SUBMITTED WITH THE PROPOSAL. IF THERE IS NOT A COMPLETED CPARS EVALUATION, the Past Performance Questionnaire (PPQ) included in the solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor (insert applicable factor number, usually Factor 1, and insert factor title, usually Corporate Experience). AN OFFEROR SHALL NOT SUBMIT A PPQ WHEN A COMPLETED CPARS IS AVAILABLE.

IF A CPARS EVALUATION IS NOT AVAILABLE, ensure correct phone numbers and email addresses are provided for the client point of contact. No more than three completed PPQs should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ (Exhibit “B”), which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ryuichi Takagi, via email at [ryuichi.takagi.ja@fe.navy.mil](mailto:ryuichi.takagi.ja@fe.navy.mil) prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last 5 years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror’s proposal, inquiries of owner representative(s), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(ii) Basis of Evaluation:

1. Based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable".

**QUESTION & ANSWER FORM  
FOR  
N40084-15-R-7002  
CUSTODIAL AND GROUNDS SERVICE FOR NAVAL COMMANDS MISAWA AND  
FLCY HACHINOHE, JAPAN**

No.	Offeror	Date	Questions (Should include Specification Section or Drawing Reference)	Answers
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Note: Submit this worksheet as an e-mail attachment.**

**EXHIBIT A – OFFEROR  
EXPERIENCE PROJECT DATA SHEET**

The purpose of this form is to provide supporting project information for Factor 1, Experience. This form is to be completed by the Offeror. Only projects that are within the maximum submittal number and that fit the submittal requirements will be considered for evaluation.

1. Project No. (check one):  - 1       - 2       - 3

2. Contract Number, Delivery/Task Order Number, Project Number, Title, and Location:

3. Award Date (mm/dd/yy):

4. Award Amount:

Completion Date (mm/dd/yy):

Final Contract Price (including all options):

Is project at least 80% complete:  Yes     No

Is this the  total project or  subcontract price

5. Type of work:  New Construction     Renovation     Repair     Alteration

6. Type of Contract:

Design-Build     Design-Bid-Build     Other (explain):

7. Firm Who Performed the Work: (check one)

Contractor     Sub Contractor

Firm's Name:

If your firm was a subcontractor on this project, identify the prime:

If a Design-Build Project, identify the Lead Design Firm:

8. Customer/Owner Information:

Customer Name:

Point of Contact:

Phone Number:

FAX Number:

E-mail address:

**9. Provide a detailed description of the project (the project work for which the Offeror was responsible for) including the specific types of work in terms of:**

1. Identify the project scope of work in terms of architectural, mechanical, electrical and / or civil work.
2. Identify work involving any specialty equipment or systems involved in the project (i.e. fire suppression systems, security systems, HVAC, etc.)
3. Identify whether or not any of the proposed Key Personnel participated in the project.

**10. Provide a detailed description of what portion of the project work that your company (the Offeror) performed on the project with in-house/employee labor (DO NOT include any work your company subcontracted out).**

**11. Provide a detailed description of what type of work and percentage of work that your company subcontracted for the project. Identify the number of subcontractors used, the type of work each subcontractor performed, and the overall percentage of work each subcontractor performed:**

Note: Form may be expanded

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: \_\_\_\_\_ CAGE Code: \_\_\_\_\_  
Address: \_\_\_\_\_ DUNs Number: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**2. Work Performed as:**  Prime Contractor  Sub Contractor  Joint Venture  Other (Explain)  
Percent of project work performed: \_\_\_\_\_  
If subcontractor, who was the prime (Name/Phone #): \_\_\_\_\_

**3. Contract Information**

Contract Number: \_\_\_\_\_  
Delivery/Task Order Number (if applicable): \_\_\_\_\_  
Contract Type:  Firm Fixed Price  Cost Reimbursement  Other (Please specify): \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Contract Location: \_\_\_\_\_  
  
Award Date (mm/dd/yy): \_\_\_\_\_  
Contract Completion Date (mm/dd/yy): \_\_\_\_\_  
Actual Completion Date (mm/dd/yy): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

Original Contract Price (Award Amount): \_\_\_\_\_  
Final Contract Price (to include all modifications, if applicable): \_\_\_\_\_  
Explain Differences: \_\_\_\_\_

**4. Project Description:**

Complexity of Work  High  Med  Routine  
How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**6. Describe the client's role in the project:**  
\_\_\_\_\_  
\_\_\_\_\_

**7. Date Questionnaire was completed (mm/dd/yy):** \_\_\_\_\_

**8. Client's Signature:**  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. HOWEVER, QUESTIONNAIRES MAY BE SUBMITTED DIRECTLY TO USACE. PLEASE CONTACT THE OFFEROR FOR USACE POC INFORMATION. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.**

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

業者の評価の為の評価基準と定義

RATING	DEFINITION	NOTE
<p><b>(E) Exceptional</b> 特に優れている</p>	<p>Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective. 仕事が契約内容と合致しており、顧客の希望を上回る点が多い。修正可能な範囲の軽微な不具合を含め、契約通りの内容である。修正箇所は非常に満足な結果である。</p>	<p>An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.</p>
<p><b>(VG) Very Good</b> 優れている</p>	<p>Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective. 仕事が契約内容と合致しており、顧客の希望を多少上回る。修正可能な範囲の若干の不具合を含め、契約通りの内容である。修正箇所は満足な結果である。</p>	<p>A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.</p>
<p><b>(S) Satisfactory</b> 満足</p>	<p>Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. 仕事が最低限の契約内容と合致している。修正可能な若干の不具合を含め、契約通りの内容である。修正箇所は特に問題ない結果である。</p>	<p>A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.</p>
<p><b>(M) Marginal</b> 問題あり</p>	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. 仕事が契約内容と合致していない。修正可能な不具合があるかどうか把握できず、深刻な状態である。業者から提案される方法は効果的とは言えない、またはその方法を実行されてもいない。</p>	<p>A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.</p>

Solicitation Title: Custodial Service for Naval Commands Misawa and FLCY Hachinohe, Japan  
 N40084-15-R-7002

<p><b>(U) Unsatisfactory</b>          不満足、問題あり</p>	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.          仕事が契約内容にほとんど合致しておらず、不具合の復旧も迅速ではない。不具合の修正も全く効果的ではなく、深刻な状態である。</p>	<p>An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.</p>
<p><b>(N) Not Applicable</b>          該当なし</p>	<p>No information or did not apply to your contract          評価材料がない、または該当せず。</p>	<p>Rating will be neither positive nor negative.</p>

## TO BE COMPLETED BY CLIENT

<b>PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.</b> 該当する評価基準に○を付けて下さい。	
<b>1. QUALITY (仕事の質) :</b>	
a) Quality of technical data/report preparation efforts 技術データやレポートの質はよかったか？	E   VG   S   M   U   N
b) Ability to meet quality standards specified for technical performance 工事又は提供されているサービスの品質は仕様書で要求されている技術基準に適合していたか？	E   VG   S   M   U   N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance 詳細な客先の助言無しで問題を適時/適正に解決ができたか？	E   VG   S   M   U   N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance) 品質管理プログラムは適切かつ有効で実際にその品質管理プログラムに基づいて品質管理が実施されていたか？（仕事に悪影響が出ることなく）	E   VG   S   M   U   N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE (期日の遵守) :</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i> 契約全体及びその中に含まれる重要な中間又は完了期限/期日は遵守されていたか？（もし損害賠償金が発生、または期限が遵守されていなかった場合、詳しくお書き下さい）	E   VG   S   M   U   N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract 契約を遂行するための業者の資材調達、活用能力は？	E   VG   S   M   U   N
<b>3. CUSTOMER SATISFACTION (顧客の満足度) :</b>	
a) To what extent were the end users satisfied with the project? どの程度の顧客満足度か？	E   VG   S   M   U   N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication) 業者は御社の担当者に協力的であったか？（業者との意見の相違、論争を有効に解決する能力、及びそれらへの書類での対応、真摯なコミュニケーション能力）	E   VG   S   M   U   N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer? 業者の協力姿勢、ビジネスライクな態度、顧客の希望を考慮したかどうかについての満足度は？	E   VG   S   M   U   N

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d) Overall customer satisfaction 総合的な顧客満足度は？	E	VG	S	M	U	N
<b>4. MANAGEMENT/ PERSONNEL/LABOR (人員の管理)</b>						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force? 現場と人員の管理、下請け業者、取引業者、メーカー等との連携能力は？	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort この工事又はサービスを提供できる適任者を雇うことができたか？	E	VG	S	M	U	N
c) Government Property Control 軍の土地や所有物に対する管理は？	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel 専門知識の活用はなされていたか？	E	VG	S	M	U	N
e) Utilization of Small Business concerns (Not applicable to contracts performed in Japan) スモールビジネスの契約方法の活用度（日本での契約にはあてはまらない）	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines 同時にいくつかの現場を平行して管理できていたか？	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes 要求の変更に対しての、優先順位の把握、計画、遂行の対応能力は？	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program) 仕事全体の管理は効果的に実施されていたか？（計画、管理、指導が的確に実施されていたか？）	E	VG	S	M	U	N
<b>5. COST/FINANCIAL MANAGEMENT (資金の管理)</b>						
a) Ability to meet the terms and conditions within the contractually agreed price(s)? 資金面で同意された内容の範囲において契約内容は遵守されたか？	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client 御社に利益をもたらす資金削減の提案や、先進的でよりよい方法の提案はされたか？	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns) この仕事は、公共または米軍政府とのコストタイプの契約の場合、月々の請求書が裏付けになる書類とともに定期的に提出されていたか、月々の進捗状況と資金のレポート提出が予算を上回る、または下回ることなく正しく提出されていたか？	E	VG	S	M	U	N

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<p>d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i> 業者の資金管理方法は適当であったか? そうでない場合、詳しくお書き下さい。</p>	<p style="text-align: center;">Yes                      No</p>
<p>e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i> この仕事が、公共または米軍政府との契約の場合、部分的に、又は全体が業者の責任（又はその他の理由）で解約されたり、又は解約手続き中であるか? もし、上記の解約等に関連する警告文書等がすでに業者に出されている、もしくは何らかの解約手続きが進行中であれば、詳しくお書き下さい。</p>	<p style="text-align: center;">Yes                      No</p>
<p>f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i> この仕事を行った業者が財政/金融等の問題を抱えているような兆候はあったか? もしあれば、下記に詳しくお書き下さい。</p>	<p style="text-align: center;">Yes                      No</p>
<p><b>6. SAFETY/SECURITY (安全面)</b></p>	
<p>a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.) どの程度業者は承認された安全計画に基づく安全の管理ができていたか? (御社との取り決めや法律、現場の特徴、安全、不具合に対する対応等を含む)</p>	<p style="text-align: center;">E    VG    S    M    U    N</p>
<p>b) Contractor complied with all security requirements for the project and personnel security requirements. 人員に対する安全は確実に守られていたか?</p>	<p style="text-align: center;">E    VG    S    M    U    N</p>
<p><b>7. GENERAL (総合評価)</b></p>	
<p>a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues). 緊急時の仕事又は仕事量の急増に十分に対応できたか? (軍の担当各所への適切なタイミングでの連絡を含む)</p>	<p style="text-align: center;">E    VG    S    M    U    N</p>
<p>b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>) 総合的に契約内容は遵守されていたと思うか? (そうでない場合、詳しくお書き下さい)</p>	<p style="text-align: center;">E    VG    S    M    U    N</p>
<p>c) Would you hire or work with this firm again? (<i>If no, please explain below</i>) この業者をまた使いたいと思うか? (そうでない場合、詳しくお書き下さい)</p>	<p style="text-align: center;">Yes                      No</p>
<p>d) In summary, provide an overall rating for the work performed by this contractor. この仕事を行った業者の総合判定。</p>	<p style="text-align: center;">E    VG    S    M    U    N</p>

