

| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                                  |   | 1. CONTRACT ID CODE  | PAGE OF PAGES                                      |    |
|--|----------------------------------|---|--|--|----|
|  |                                  |   | J  | 1  | 10 |
| 2. AMENDMENT/MODIFICATION NO.<br>0001  | 3. EFFECTIVE DATE<br>02-Aug-2021 | 4. REQUISITION/PURCHASE REQ. NO.<br>R5382421RC001YS |  | 5. PROJECT NO.(If applicable)                      |    |
| 6. ISSUED BY<br>NAVSUP FLC YOKOSUKA SASEBO OFFICE<br>PSC 476 BOX 6<br>FPO AP 96322-0001  | CODE<br>N68246                   | 7. ADMINISTERED BY (If other than item 6)           |  | CODE   |    |
|  |                                  | <b>See Item 6</b>                                   |  |  |    |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  |                                  |   | X  | 9A. AMENDMENT OF SOLICITATION NO.<br>N6824621Q0044 |    |
|  |                                  |   | X  | 9B. DATED (SEE ITEM 11)<br>23-Jul-2021             |    |
|  |                                  |   |  | 10A. MOD. OF CONTRACT/ORDER NO.                    |    |
|  |                                  |   |  | 10B. DATED (SEE ITEM 13)                           |    |
| CODE   |                                  |   | FACILITY CODE  |  |    |
| <b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>   |                                  |   |  |  |    |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.  |                                  |   |  |  |    |
| Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:<br>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;<br>or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                                  |   |  |  |    |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)  |                                  |   |  |  |    |
| <b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.<br/>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>  |                                  |   |  |  |    |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |                                  |   |  |  |    |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).  |                                  |   |  |  |    |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:   |                                  |   |  |  |    |
| D. OTHER (Specify type of modification and authority)  |                                  |   |  |  |    |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.  |                                  |   |  |  |    |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  |                                  |   |  |  |    |
| The purpose of this amendment 0001 is to inform the prospective vendors of the following changes.<br>1) Q and A<br>2) Revised Performance Work Statement (PWS).<br>3) Some changes on Addendum to FAR provision, 52.212-1 Instructions fo Offers<br>4) Some changes on Addendum to FAR provision, 52.212-2 Evaluation.   |                                  |   |  |  |    |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |                                  |   |  |  |    |
| 15A. NAME AND TITLE OF SIGNER (Type or print)  |                                  |   | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |  |    |
|  |                                  |   | TEL: _____ EMAIL: _____                                    |  |    |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED                 | 16B. UNITED STATES OF AMERICA                       |  | 16C. DATE SIGNED                                   |    |
| _____<br>(Signature of person authorized to sign)  |                                  | BY _____<br>(Signature of Contracting Officer)      |  | 02-Aug-2021  |    |

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

Q AND A**Question 1.**

IAW: FAR 9.104-3 Application of standards.

(a) Ability to obtain resources. Except to the extent that a prospective contractor has sufficient resources or proposes to perform the contract by subcontracting, the contracting officer shall require acceptable evidence of the prospective contractor's ability to obtain required resources (see 9.104-1 <[https://www.acquisition.gov/far/part-9?&searchTerms=subcontracting+qualifications#FAR\\_9\\_104\\_1](https://www.acquisition.gov/far/part-9?&searchTerms=subcontracting+qualifications#FAR_9_104_1)> (a), (e), and (f)). Acceptable evidence normally consists of a commitment or explicit arrangement, that will be in existence at the time of contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel. Consideration of a prime contractor's compliance with limitations on subcontracting shall take into account the time period covered by the contract base period or quantities plus option periods or quantities, if such options are considered when evaluating offers for award.

As we interpret this paragraph in the FAR, if the Subcontractor has the qualification required for this contract and we are the Prime Contractor when we submit our bid. The Prime Contractor now has the required qualification via its Subcontractor.

**Answer 1.**

Offerors should not confuse the requirements of the PWS and the evaluation criteria, which must be met at the time of submission of quotes, with the requirements for a responsibility determination, which may be met at any time before award of the purchase order. When the PWS and the evaluation criteria call for the prime contractor to have at least two (2) years' experience within the last four (4) years performing passenger transportation services, as is stated in PWS Paragraph 12.1, this can only be met by the prime contractor itself, and not by a proxy such as a subcontractor. When read with Paragraph 13.2, which requires the sub-contractor to have the same minimum experience as the Prime Contractor, it should be understood that both the prime contractor and any subcontractor individually must meet the minimum level of experience. To be clear, the solicitation requires the prime contractor itself to be able to meet the experience requirement, and may not substitute the experience of a subcontractor for its own.

**Question 2.**

We are a 100% outsource service provider. Previously, a similar solicitation from your office had the same clause, and we have asked if it was possible to carry out by 100% outsourced vendor, but the answer was 'unacceptable'. We have participated in similar solicitations from other U.S. Government contracting offices without this clause, and have signed subcontract and are still performing our business in the past and present without any problems. As long as the solicitation includes this clause, the service providers like us won't have the opportunity to participate the bid.

Question;

Please explain why this clause is included in this solicitation.

How was this percentage determined?

And who and how do you determine the percentage of prime contractor and subcontractors?

Will 100% outsourcing be unaccepted this time as well?

Or, Is there any chance that this clause will be removed from this solicitation?

**Answer 2.**

The 51%-49% Prime/Subcontractor has been removed from the solicitation.

REVISED PWS

PERFORMANCE WORK STATEMENT  
FOR  
BUS TRANSPORTATION FROM TOKYO, JAPAN (NARITA INTERNATIONAL AIRPORT AND HANEDA  
INTERNATIONAL AIRPORT) TO NAVAL STATION SASEBO, JAPAN  
FOR  
EXPEDITIONARY STRIKE GROUP SEVEN (ESG 7)

1. Description and General Scope of Work. The Contractor shall:

1.1 Due to current COVID-19 issues, US Forces Japan (USFJ) and Commander, Naval Forces Japan (CNFJ) policies, in coordination with the Government of Japan, requires USFJ sponsored personnel to conduct upon arrival in Japan, a 14-day ROM requirement in the Kanto Plain area, unless there will be a USFJ provided transportation to the nearest USFJ facilities.

1.2 Provide a safe, clean, sanitize and comfortable intercity passenger shuttle bus transportation of up to 20 socially distanced personnel (at least a 44 passenger bus), including luggage. The Contractor is responsible for all labor, fuel, management, supervision vehicles, remedial/preventive maintenance, insurance, and liability for personal injury and property damage.

1.3 Subject to U.S. Government approval, the Contractor shall provide and prominently display in the bus windshield a sign identifying the bus as part of the USFJ SASEBO transportation group. The sign shall be displayed at the boarding times and locations only, to ensure authorized riders can identify the bus, and shall be removed from the windshield during transit.

1.4 Provide weekly scheduled passenger shuttle bus transportation, from Narita International Airport Terminal 1 and 2 and Haneda Airport, International Terminal to Naval Station Sasebo, as follows:

1.4.1 One-Way airport transfer: Depart Narita International Airport at 2000 hours and travel to Haneda International Airport. Depart Haneda International Airport at 2130 hours to transport up to 20 passengers, socially distanced, to Naval Station Sasebo. Departure times are subject to change due to delays of incoming flights.

1.5 Provide quantity of three (3) – 500ml bottled water for each passenger on the shuttle bus.

2. Period of Performance.

2.1 Basic Period: 2 Sep 2021 – 31 Dec 2021: Bus service shall commence every THURSDAY, starting on 2 September 2021 at Narita International Airport, and continue through the morning of 31 December 2021 at Naval Station Sasebo. (17 Jobs: 2-3 Sep, 9-10 Sep, 16-17 Sep, 23-24 Sep, 30 Sep-1 Oct, 7-8 Oct, 14-15 Oct, 21-22 Oct, 28-29 Oct, 4-5 Nov, 11-12 Nov, 18-19 Nov, 2-3 Dec, 9-10 Dec, 16-17 Dec, 23-24 Dec, 30-31 Dec)

2.2 OPTION I: 1 Jan 2022 – 1 Apr 2022: Bus service shall commence every THURSDAY, starting on 6 January 2022 at Narita International Airport, and continue through the morning of 1 April 2022 at Naval Station Sasebo. (13 Jobs: 6-7 Jan, 13-14 Jan, 20-21 Jan, 27-28 Jan, 3-4 Feb, 10-11 Feb, 17-18 Feb, 24-25 Feb, 3-4 Mar, 10-11 Mar, 17-18 Mar, 24-25 Mar, 31 Mar-1 Apr)

2.3 OPTION II: 2 Apr 2022 – 1 Jul 2022: Bus service shall commence every THURSDAY, starting on 7 April 2022 at Narita International Airport, and continue through the morning of 1 July 2022 at Naval Station Sasebo. (13 Jobs: 7-8 Apr, 14-15 Apr, 21-22 Apr, 28-29 Apr, 5-6 May, 12-13 May, 19-20 May, 26-27 May, 2-3 Jun, 9-10 Jun, 16-17 Jun, 23-24 Jun, 30 Jun-1 Jul)

2.4 Due to the nature of the requirements, these dates are subject to change.

3. Schedule Modifications and Changes. The days, times, and numbers in paragraphs 1.4, 1.4.1 and 2 are subject to change only when authorized by the Contracting officer.

4. PARKING. The Contractor shall disembark all passengers at Navy Gateway Inn parking lot, inside Naval Station Sasebo, subject to change. Contractor is permitted to park buses used in the performance of this contract at Navy Gateway Inn parking lot, entirely at its own risk. The Government assumes no liability for theft or damage of Contractor's buses parked on Government property.

#### 5. VEHICLES.

5.1 All buses shall be large size with minimum capacity to socially distance and comfortable seat up to 20 passengers (one passenger per seating section). Intercity touring type equipped with high back reclining seats, fully functional restroom, Wi-Fi connection and air-conditioning. Seats shall be supported and padded to optimize rider comfort. To maximize social distancing, all seat rows including between the aisles, will be separated from ceiling to floor by a plastic partition to separate the passengers from each other and from the drivers. Smoking shall not be permitted on the vehicles at any time. Supply of hand sanitizers required to be provided during the trip. Use one person per two adjacent seats.

5.2 Prior to departure of vehicles from Narita International Airport, the bus shall be serviced so as to be in proper operating condition. The interior and exterior must be thoroughly cleaned and sanitized. Contractor shall maintain signed service maintenance records, subject to government inspection, to verify servicing of bus before each such trip. Among other things, Contractor shall test the toilet in the rest room on the bus to ensure its operability. Failure of the bus to be able to meet the requirements noted in Paragraph 5.1, including a fully functional restroom, shall disqualify the bus from service until repairs can be completed. The Contractor must provide a fully functional replacement bus when the primary bus cannot be put into service

5.3. All passengers are not allowed to leave or disembark the bus during the duration of the trip. The bus is only allowed to stop for required change out of drivers and ventilation of the vehicle as required by the transportation requirements of the Government of Japan.

#### 6. SAFETY AND QUALITY ASSURANCE.

6.1 The Contractor shall comply with generally accepted commercial standards for bus operation and maintenance practices. As a minimum, the Contractor shall comply with all provisions of applicable statutes and agreements that may affect safety, and with all Japanese regulations, directives, orders, rules and standards. Compliance with published standards may not, standing alone, constitute compliance with generally accepted commercial standards of operation, driver training, passenger comfort, and maintenance.

6.2 The Contractor shall keep the equipment clean, disinfected, orderly, and in a good state of repair. The Government may refuse to accept vehicles that are unsafe, unclean, have an offensive odor, or provide unsatisfactory passenger comfort.

6.3 The Government reserves the right to inspect the offeror's vehicles prior to contract award and the right to inspect the Contractor's vehicles at any time during performance of the contract.

#### 7. DRIVERS.

7.1 Drivers must, in addition to meeting Japanese transportation requirements and hold a current commercial driver's license.

7.2 The Contractor will provide weekly, a completely filled out Form 200-2, 20190306 DBIDS Card/Paper Pass, including copies of driver's licenses and the bus registration.

8. TRIP COORDINATOR: A Trip Coordinator that can be able to communicate in English must accompany the bus during transportation (the trip coordinator may be a driver that complies with the requirements in Paragraph 7).

The Government will provide a list of passengers to the Trip Coordinator for each. The Trip Coordinator shall ensure that all passengers on the list have checked-in and boarded the bus. If passengers are missing, the Trip Coordinator shall contract the Government POC (provided prior to each trip). Passengers not on the list are not allowed on the bus unless approved by the Government POC. The Trip Coordinator shall contract the Government POC to assist with any issues occurring before, during, or after the trip.

9. SECURITY, SAFETY, HEALTH AND ENVIRONMENTAL COMPLIANCE. The Contractor will not dump, discharge, or permit leaks of any fuel, lubricant, coolant, solid waste, water, or trash while on Navy property. Vehicle emissions will comply with those in effect for Japanese regulations. The Contractor will comply with all safety and security requirements imposed by Naval Station Sasebo.

10. CONTINGENCY FOR VEHICLE BREAKDOWN DURING OPERATION. In the event that a bus becomes inoperable when scheduled to transport or while transporting passengers, the Contractor will immediately dispatch a replacement bus if the estimated time of repair exceeds 20 minutes. In no event will passengers wait more than one hour from the time of bus breakdown until the arrival of alternate transportation. Substitute service is entirely at the expense of the Contractor.

## 11. REQUIRED REPORTS

11.1 Delay Report. When a delay of 20 minutes or more occurs at any point in the movement for any reason, the Contractor will immediately inform, by verbal means, the Expeditionary Strike Group Seven Det Sasebo Staff Duty Officer (SDO) 090-1879-3717 or 81-956-50-2803 (alternate). Furthermore, the Contractor will provide a written report on the following work day to the SDO. The report will contain the following information:

- a. Delay at origin: provide actual departure time and place.
- b. Delay at destination: provide actual arrival time and place.
- c. Reason for the delay.
- d. Corrective action taken.
- e. Other pertinent information necessary to fully explain the circumstances of the delay.

11.2 Accident Report. If a bus is involved in an accident that results in an injury, fatality, or substantial property damage, the Contractor will immediately, by verbal means and within two hours of the incident, inform Expeditionary Strike Group Seven Det Sasebo and Naval Station Sasebo. The Contractor shall submit a written report within five working days of each occurrence to the Naval Station Sasebo Command Duty Officer (CDO). The Contractor shall not disclose to the public the names and extent of injury or death of passengers, pending notification of the next of kin by the Government. The Contractor may make announcements about its own employees at the Contractor's discretion.

11.3 Driver Vehicle Inspection Report(s). The Contractor shall submit copies of the driver's vehicle inspection report for each vehicle used in the performance of this contract and developed as a result of the requirements of 49 CFR 396.11 to the Expeditionary Strike Group Seven Det Sasebo Staff Duty Officer (SDO) on a weekly basis. The weekly reports shall be submitted to the Expeditionary Strike Group Seven Det Sasebo Staff Duty Officer (SDO) by 12:00 PM on the following Monday. For example, copies of Week One's reports will be submitted on the Monday of Week 2. If Monday is on a holiday, the Contractor shall submit the weekly report on the next workday following the holiday.

12. Contractor Minimum Qualifications: The Contractor shall continuously meet or exceed the minimum qualifications for this requirement during the entire performance of this contract.

12.1. Prime Contractor's Prior Experience: The contractor shall have at least two (2) years' experience within the last four (4) years performing passenger transportation services. The minimum number required is five (5) times per year.

12.2. Registrations/License/Certificates: The Prime Contractor shall continuously possess all necessary and appropriate certifications, registrations and licenses required to operate as a bus transportation service for

the entire performance period of this contract. Contractor agrees to notify immediately the Contracting Officer in the event any such certificate, registration, or license is suspended or revoked.

### 13. Subcontracting:

13.1. Sub-contractor plan: If sub-contractors are used, the contractor, shall have sub-contractor plan (any changes to the plan must be approved by the Contracting Officer prior to the changes being made). At a minimum, the sub-contractor plan shall include the following:

- List of each sub-contractor by name.
- Purpose/scope of each sub-contractor.
- Sub-contractor certificates, registrations and licenses to operate a bus transportation service
- Sub-contractor Agreement signed by both the prime contractor and sub-contractors.

13.2. The Sub-contractor's Qualification: all subcontractors shall meet the same minimum experience as the Prime Contractor as well as possessing and maintaining the necessary and appropriate certifications, registrations and licenses required to operate as a bus transportation service for the entire period of the subcontractor's performance. The Prime Contractor agrees to require the subcontractor to notify immediately the Prime Contractor if at any time during the subcontractor's performance period that any of its certificates, registrations, or licenses to operate a bus transportation service is suspended or revoked. The Prime Contractor further agrees that within one business day of receiving such notice from the subcontractor it shall provide details of the suspension or revocation to the contracting officer.

(End of revised PWS)

The following have been modified:

#### ADDENDUM TO PROVISION

#### 1. Addendum to FAR Provision, 52.204-7 System for Award Management (Oct 2018)

In conjunction with paragraph (c) of this provision, Japanese offeror need to obtain Unique Entity Identifier (UEI). Currently UEI may be obtained as DUNS number from;

Tokyo Shoko Research Ltd.  
D&B Business Promotion  
Tel: 03-3574-2258 / Fax: 03-3574-2292

#### 2. Addendum to FAR Provision, 52.212-1 Instructions to Offerors – Commercial Items (Oct 2018)

Notwithstanding paragraph (b), entitled "Submission of offers" is amended by adding the following;

(12) Offerors may submit offers in one of four ways by the time and date specified in Block 8:

- (i) E-mail: [Hiromi.Kurita.Ja@fe.navy.mil](mailto:Hiromi.Kurita.Ja@fe.navy.mil)
- (ii) Facsimile: 0956-50-3282;
- (iii) Hand delivery to the local address provided below contact information; or
- (iv) By mailing the offer to the local address provided below contact information.

#### Contact Information

NAVSUP Fleet Logistics Center Yokosuka Site Sasebo  
Sasebo Contracts Division Code 240, Building #480 3rd floor  
Sasebo U.S. Naval Base  
Mubanchi Tategami-cho, Sasebo City, Nagasaki, Japan 857-0063  
Contracting POC: Hiromi Kurita / TEL 0956-50-3649

NOTE: Offerors are responsible for making sure that all parts of their offers arrive to the Navy's facility and to the identified point of contact noted above by the time and date noted in Block 8 of the Standard Form 1449. Items not timely received will be deemed late, and may not be considered during the evaluation process.

All questions shall be asked in the English language and sent via email to above Contracting POC no later than 10:00 AM 29 Jul 2021 (JST).

(13) The offeror is required to submit the following documents in English, and including any discount terms if any:

**(i) Contract Document:**

- SF 1449 for Solicitation No. See Block 5 on 1<sup>st</sup> page.
- Fill out block 30 a, b, and c (Signature, Name and Title of signer, and Date signed).
- Respond to FAR provisions 52.204-24 (d), 52.204-26 (c), 52.209-5, 52.212-3 Alt I (b)(2), 52.229-11, DFARS provisions 252.204-7016 (c) and 252.204-7017 (d).

**(ii) Technical Documents:** Documents/certificates listed below (See N6824621Q0044 and PWS para 12.2):

- One copy of each drivers' licenses
- One copy of current certificate of chartered bus permit issued by District Transportation Bureau
- One copy of compulsory auto liability insurance
- One copy of Voluntary insurance:
  - \*Unlimited Bodily Injury Coverage
  - \*Over JPY2,000,000 property damage coverage
- One copy of maintenance record book indicating vehicle inspection within 3 months
- Proof of Digital Tachograph and Drive Recorder possession
- One copy of subcontractor plan, if applicable, including the following (see PWS para 13.1):
  - List of each sub-contractor by name.
  - Purpose/scope of each sub-contractor.
  - Sub-contractor certificates, registrations and licenses to operate a bus transportation service
  - Sub-contractor Agreement signed by both the prime contractor and sub-contractors.

**(iii) Past Performance Information (PPI):** The offeror is required to submit its PPI for the bus transportation services called for by this solicitation, provided within the past three (3) years using Attachment (A) Contract Data Sheet

**(iv) Experience Information:** Complete and submit at least 2 spread sheets covering experience from 2017 – Present Day using Attachment (B) Experience Information Sheet

**(v) Cancellation Policy:** Complete and submit one copy of your proposed Cancellation Policy that is consistent with current commercial practices using Attachment (C).

**Remarks**

This procurement will be conducted using procedures in FAR subpart 13.5, Simplified Acquisition Procedures for Certain Commercial Items.

**Attachments to this solicitation**

- Atch (A) Contract Data Sheet
- Atch (B) Experience Information Sheet
- Atch (C) Commercial Cancellation Policy

(End of ADDENDUM TO PROVISION)

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

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: **Lowest Price Technically Acceptable (LPTA)**

- (i) Price
- (ii) Technical capability
- (iii) Past performance
- (iv) Experience

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

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

Addendum to FAR52.212-2

**1. Narrative:** The proposed acquisition is for Bus Transportation Service for U.S. Forces Japan (USFJ) and Commander, Naval Forces Japan (CNFJ). The Government intends to award to the lowest priced, technically acceptable, responsible offeror with acceptable past performance experience, and cancellation policy. To be eligible for award, an offeror's technical proposal, past performance information (PPI), its experience, and its cancellation policy must be evaluated "Acceptable" based on the evaluation provisions set forth in the solicitation. An offeror with the lowest price will be further evaluated for its technical acceptability, PPI, Experience, and Cancellation Policy for award. If the lowest priced offer is not rated as "Acceptable" for Technical Acceptability, PPI, Experience, or Cancellation Policy, the Contracting Officer will evaluate the next lowest offer. The process will continue until an offer is rated "Acceptable" in all factors and the offered price is determined to be fair and reasonable. However, the Government may reject any or all offers if such action is in the Government's interest.

**2. Evaluation Factors for Award:** The following factors will be used to evaluate the offers:

a. Price Factor: The Government will use price analysis to evaluate prices offered in response to this solicitation. The evaluated price will include the prices for the basic and option periods.

b. Non-price Factors:

- (1) **Technical Acceptability:** The Government will review the documents listed below (for both the prime contractor and any proposed subcontractors) to ensure completeness, ensure docmnets are up-to-date, and to ensure thresholds are met. (See N6824621Q0044 and PWS para12.2).
  - One copy of each drivers' licenses
  - One copy of current certificate of chartered bus permit issued by District Transportation Bureau
  - One copy of compulsory auto liability insurance
  - One copy of Voluntary insurance:
    - \*Unlimited Bodily Injury Coverage
    - \*Over JPY2,000,000 property damage coverage
  - One copy of maintenance record book indicating vehicle inspection within 3 months
  - Proof of Digital Tachograph and Drive Recorder possession
  - One copy of subcontractor plan, if applicable, including the following (see PWS para 13.1):
    - List of each sub-contractor by name.
    - Purpose/scope of each sub-contractor.

- Sub-contractor certificates, registrations and licenses to operate a bus transportation service
- Sub-contractor Agreement signed by both the prime contractor and sub-contractors.

(2) **Past Performance Information (PPI) Acceptability**: The Government will evaluate of the offeror's past performance based on the information submitted by the offeror. In addition, the Government may review internal past performance records for each offeror for similar requirements provided in the past or review PPIRS and CPARS for relevant past performance information not submitted by the offeror.

(3) **Experience Acceptability**: The Government will review information provided in Attachment (B) Experience Information Sheet to determine acceptability as described below in Paragraph 3. The minimum number required is five (5) times per year.

(4) **Cancellation Policy Acceptability**: The Government will evaluate whether the cancellation policy is consistent with current commercial practices.

**3. Rating Procedures**: Due to the interrelationship of services to be provided, the Government intends to make an award to the lowest priced, technically acceptable offeror with an acceptable past performance, acceptable experience, and an acceptable cancellation policy.

- a. **Technical Acceptability**: The Contracting Officer will evaluate, with the support of ESG 7, the required documents (para 2b (1) above) provided for the prime contractor and proposed subcontractors to ensure the documentation is complete and up-to-date as well as coverages. The offeror will be deemed technically acceptable if all documents are complete and current as well as meeting coverage thresholds.

**Acceptable**: All technical documents for the prime contractor and any proposed subcontractors listed in paragraph b (1) are complete, current, and meet thresholds.

**Unacceptable**: One or more technical documents listed for the prime contractor and any proposed subcontractors in paragraph b (1) are not complete and current or does not meet thresholds.

- b. **Past Performance Acceptability**: The Contracting Officer will evaluate PPI submitted for the past three (3) years. The following areas will be reviewed for past performance:

- (1) Quality of service (technical compliance with contract requirements);
- (2) Timeliness of performance (ability to meet schedule); and
- (3) Management (offeror's general businesslike concern for the interest of the customer)

One of the following two past performance ratings will be assigned to the offeror:

**Acceptable**: An "Acceptable" rating will be assigned to an offeror who, within the past three (3) years, has been not seriously deficient in contract performance. Or in the event of a seriously deficient rating, the Contracting Officer determines that the circumstances were properly beyond the offeror's control, the offeror took appropriate corrective action, or the offeror's performance record is unknown. (See note below.)

**Unacceptable**: An "Unacceptable" rating will be given to an offeror who within the past three (3) years has been seriously deficient in contract performance, unless the Contracting Officer determines that the circumstances were properly beyond the offeror's control or that the offeror took appropriate corrective action. "Seriously deficient" denotes a situation where performance did not meet a material contract requirement. The past performance summary report will also include the recommendations and /or questions for each offeror's proposal if there remains a need for discussions. An offeror who receives a rating of Unacceptable will not be further considered for award and will be excluded from the competitive range.

**Note:** In the case of an offeror without a record of relevant past performance or for whose 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”.

- c. **Experience Acceptability:** The Contracting Officer will evaluate contractor’s experience information sheet. One of the following two experience ratings will be assigned to the offeror.

**Acceptable:** The contractor have at least two (2) years’ experience within the last four (4) years performing passenger transportation services.

**Unacceptable:** The contractor does not have at least two (2) years’ experience within the last four (4) years performing passenger transportation services.

**Note:** In case an offeror doesn’t meet minimum requirements per PWS para 12.1, it will be rated as “Unacceptable”.

- d. **Cancellation Policy Acceptability:** The Government will evaluate the cancellation policy to determine if it is consistent with current commercial practices.

**Acceptable:** Determined to be consistent with current commercial practices.

**Unacceptable:** Determined not to be consistent with current commercial practices.

**4. Responsibility Determination:** The Contracting Officer will perform a responsibility determination on the proposed awardee prior to award in accordance with FAR 9.104-1. To be eligible for award, the prospective contractor must be determined responsible by the Contracting Officer.

**5. Award:** Through the above procedures, the Government intends to make contract award to the responsible offeror who submits the lowest priced, technically acceptable offer with an overall past performance rating of acceptable, acceptable experience and acceptable cancellation policy.

(End of provision)

(End of Summary of Changes)