# SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

| | | | | |
|---|---|---|---|---|
| *NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.* | | | 1. REQUISITION NUMBER | PAGE 1 OF 29 |
| 2. CONTRACT NUMBER | 3. AWARD/EFFECTIVE DATE | 4. ORDER NUMBER | 5. SOLICITATION NUMBER<br>FA520926Q0045 | 6. SOLICITATION ISSUE DATE<br>29 May 2026 |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME<br>Go Ishikawa | | b. TELEPHONE NUMBER (no collect calls)<br>225-4149 | 8. OFFER DUE DATE/ LOCAL TIME<br>29 Jun 2026<br>02:00 PM |

9. ISSUED BY CODE: FA5209

FA5209 374 CONS PK
UNIT 5228, APO AP 96328-5228
APO, AP 96328-5228
UNITED STATES
Go Ishikawa, Email: go.ishikawa.jp@us.af.mil
Takahiro Tsukada, Email: takahiro.tsukada.jp@us.af.mil Telephone: 042-552-3010

10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: ___ % FOR:

☐ SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ HUBZONE SMALL BUSINESS
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 485510

SIZE STANDARD: USD 19.00

| | | | |
|---|---|---|---|
| 11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED<br>☒ SEE SCHEDULE | 12. DISCOUNT TERMS | ☐ 13a.THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM-DPAS (15 CFR 700) | 13b. RATING<br>14. METHOD OF SOLICITATION<br>☒ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP) |

15. DELIVER TO CODE:

See Schedule

16. ADMINISTERED BY CODE:

17a. CONTRACTOR/ OFFERER CODE FACILITY CODE:

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE:

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

| 19. ITEM NUMBER | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|---|---|---|---|---|---|
| | See Schedule<br>(Use Reverse and/or Attach Additional Sheets as Necessary) | | | | |

25. ACCOUNTING AND APPROPRIATION DATA
See Section G - Contract Administration Data

26. TOTAL AWARD AMOUNT (For Government Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ___ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ___ OFFER DATED ___. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

| | | | |
|---|---|---|---|
| 30b. NAME AND TITLE OF SIGNER (Type or print) | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or print) | 31c. DATE SIGNED |

# Solicitation/Contract Form

Chartered Bus Services U.S. Military Service Members by Supplying Passenger Buses to Shuttle from Camp Zama (CZ) to Sagamihara Housing Area (SHA) to Yokohama North Dock (YND) and Return.

The Contractor must be duly authorized to perform required PWS services in accordance with (IAW) the terms and conditions of this contract, GOJ laws and trade practices.
Product Service Code: V222

# Supplies or Services & Prices or Costs

**Additional Information/Notes**

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with Revolutionary Federal Acquisition Regulation Overhaul (RFO) part 12. This announcement constitutes the only solicitation. Quoters are being requested and a separate written solicitation will not be issued. Solicitation number FA520926Q0045 is issued as a request for quotation (RFQ) for Chartered two (2) buses services for U.S. Army from CZ to SHA to YND and return. This acquisition is not set-aside for small business concerns.

Note 1: The Government contemplates award of a Firm-Fixed-Price Purchase Order resulting from this solicitation. In accordance with RFO 52.212-2 (a)(2), quoters are required to enter all prices for CLIN 0001, 1001 and 2001 in the Pricing Schedule.

Note 2: Solicitation provisions will be physically removed from any resultant award, but will be deemed to be incorporated by reference in that award.

Note 3: Submit quotes in whole numbers only, no fractions less than one (1) yen.

| Item | Supplies / Services | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|
| 0001 | Scheduled Service: Two (2) large chartered buses IAW paragraph 1.3 .2.1. of the attached Performance Work Statement (PWS) (Attachment 1). Base period: 1 Aug 2026 - 31 Jul 2027.<br><br>Pricing Arrangement: Firm Fixed Price | 12 | Months | | |
| 0002 | Unscheduled Service: Other than scheduled chartered buses IAW paragraph 1.3.2.2. of the attached PWS (Attachment 1). Base period: 1 Aug 2026 - 31 Jul 2027. *The total estimated amount will be determined and funded by the Government at the time of contract award. DO ENTER A PRICE FOR THIS CLIN.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| Option Line Item 1001 | Scheduled Service: Two (2) large chartered buses IAW paragraph 1.3 .2.1. of the attached PWS (Attachment 1). Option Year 1 period: 1 Aug 2027 - 31 Jul 2028.<br><br>Pricing Arrangement: Firm Fixed Price | 12 | Months | | |
| Option Line Item 1002 | Unscheduled Service: Other than scheduled chartered buses IAW paragraph 1.3.2.2. of the attached PWS (Attachment 1). Option Year 1 period: 1 Aug 2027 - 31 Jul 2028. *The total estimated amount will be determined and funded by the Government at the time of contract award. DO ENTER A PRICE FOR THIS CLIN.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |
| Option Line Item 2001 | Scheduled Service: Two (2) large chartered buses IAW paragraph 1.3 .2.1. of the attached PWS (Attachment 1). Option Year 2 period: 1 Aug 2028 - 31 Jul 2029.<br><br>Pricing Arrangement: Firm Fixed Price | 12 | Months | | |
| | Unscheduled Service: Other than scheduled chartered buses IAW | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Option Line Item 2002 | paragraph 1.3.2.2. of the attached PWS (Attachment 1). Option Year 2 period: 1 Aug 2028 - 31 Jul 2029. *The total estimated amount will be determined and funded by the Government at the time of contract award. DO ENTER A PRICE FOR THIS CLIN.<br><br>Pricing Arrangement: Firm Fixed Price | 1 | Lot | | |

# Description/Specifications/Statement of Work

Chartered two (2) bus services for U.S. Army from CZ to SHA to YND and return.

0001

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

0001

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

0002

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

0002

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
1001

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
1001

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
1002

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
1002

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
2001

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
2001

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
2002

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

Option Line Item
2002

Product Service Code: V222
North American Industry Classification System (NAICS): 485510

# Packaging and Marking

# Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

| | |
|---|---|
| 0001 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Inspection will be performed locally, not at the locations listed below. Details will be instructed by the point of contact.<br><br>DoDAAC: W583XZ<br>CountryCode: USA<br><br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| 0002 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Inspection will be performed locally, not at the locations listed below. Details will be instructed by the point of contact.<br><br>DoDAAC: W583XZ<br>CountryCode: USA<br><br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 1001 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Inspection will be performed locally, not at the locations listed below. Details will be instructed by the point of contact.<br><br>DoDAAC: W583XZ<br>CountryCode: USA<br><br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 1002 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Inspection will be performed locally, not at the locations listed below. Details will be instructed by the point of contact.<br><br>DoDAAC: W583XZ<br>CountryCode: USA<br><br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada |

| | |
|---|---|
| | Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 2001 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Inspection will be performed locally, not at the locations listed below. Details will be instructed by the point of contact.<br><br>DoDAAC: W583XZ<br>CountryCode: USA<br><br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 2002 | Inspection and Acceptance Location<br><br>Both<br>Other<br>Instructions: Inspection will be performed locally, not at the locations listed below. Details will be instructed by the point of contact.<br><br>DoDAAC: W583XZ<br>CountryCode: USA<br><br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |

# Deliveries or Performance

| Line Item | Delivery Schedule | Quantity | Address and POC |
|---|---|---|---|
| 0001 | Delivery Period<br>From 01 Aug 2026 to 31 Jul 2027<br><br>Period of Performance<br>From<br>01 Aug 2026<br>To<br>31 Jul 2027 | 12 Months | Place of Performance<br>DoDAAC: W583XZ<br>CountryCode: USA<br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| 0002 | Delivery Period<br>From 01 Aug 2026 to 31 Jul 2027<br><br>Period of Performance<br>From<br>01 Aug 2026<br>To<br>31 Jul 2027 | 1 Lot | Place of Performance<br>DoDAAC: W583XZ<br>CountryCode: USA<br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 1001 | Delivery Period<br>From 01 Aug 2027 to 31 Jul 2028<br><br>Period of Performance<br>From<br>01 Aug 2027<br>To<br>31 Jul 2028 | 12 Months | Place of Performance<br>DoDAAC: W583XZ<br>CountryCode: USA<br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 1002 | Delivery Period<br>From 01 Aug 2027 to 31 Jul 2028<br><br>Period of Performance<br>From<br>01 Aug 2027 | 1 Lot | Place of Performance<br>DoDAAC: W583XZ<br>CountryCode: USA<br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |

| | | | |
|---|---|---|---|
| | To<br>31 Jul 2028 | | |
| Option Line Item 2001 | Delivery Period<br>From 01 Aug 2028 to 31 Jul 2029<br><br>Period of Performance<br>From<br>01 Aug 2028<br>To<br>31 Jul 2029 | 12 Months | Place of Performance<br>DoDAAC: W583XZ<br>CountryCode: USA<br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |
| Option Line Item 2002 | Delivery Period<br>From 01 Aug 2028 to 31 Jul 2029<br><br>Period of Performance<br>From<br>01 Aug 2028<br>To<br>31 Jul 2029 | 1 Lot | Place of Performance<br>DoDAAC: W583XZ<br>CountryCode: USA<br>0010 HQ HHD HHC REGIONAL SU<br>UNIT 35115, APO AP 96376-5115<br>APO, AP 96376-5115<br>UNITED STATES<br><br>Mr. Kazunari Wada<br>Email: kazunari.wada.ln@army.mil<br>Telephone: 0464077425 |

# Contract Administration Data

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.201-7000 | Contracting Officer's Representative. | Dec 1991 | | |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports. | Dec 2018 | | |

## DFARS Clauses Incorporated by Full Text

**252.232-7006 Wide Area WorkFlow Payment Instructions. (Jan 2023)**

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

(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.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items-

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) ) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

*[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]*

(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 | HQ0671 |
| Issue By DoDAAC | FA5209 |
| Admin DoDAAC | FA5209 |
| Inspect By DoDAAC | FA5209 |
| Ship To Code | FA5209 |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | W583XZ |
| Service Acceptor (DoDAAC) | W583XZ |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N/A |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | N/A |

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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.

takahiro.tsukada.jp@us.af.mil / go.ishikawa.jp@us.af.mil

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

# Special Contract Requirements

Ombudsman

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

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

3. If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman:

AFICC/KH CEM
25 E Street, Suite C-320
JBPH-H, HI 96853-5427
Phone: (808) 447-6128
Mail: afica.kh@us.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/FLDCOM/DRU ombudsman level, may be brought by the interested party for further consideration to the Department of the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

4. The ombudsman has no authority to render a decision that binds the agency.

5. Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

# Contract Clauses

Addendum to RFO 52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services

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

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

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

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

(v) Conciliation. Inserted as new paragraph: Except as otherwise provided in this contract, any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the United States - Japan Joint Committee for conciliation in accordance with Paragraph 10, Article XVIII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America. Requests by the Contractor shall be made in accordance with the following procedures:

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

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

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

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

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

(End of Clause)

# FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-3 | Gratuities. | Apr 1984 | | |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government. (Alternate I) | Jun 2020 | Alternate I | Nov 2021 |
| 52.203-19 | Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. | Jan 2017 | | |
| 52.204-9 | Personal Identity Verification of Contractor Personnel. | Jan 2011 | | |
| 52.204-13 | System for Award Management-Maintenance. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.209-10 | Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-4 | Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-50 | Combating Trafficking in Persons. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.225-14 | Inconsistency between English Version and Translation of Contract. | Feb 2000 | | |
| 52.226-8 | Encouraging Contractor Policies to Ban Text Messaging While Driving. | May 2024 | | |

| | | |
|---|---|---|
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas. | Apr 1984 |
| 52.229-12 | Tax on Certain Foreign Procurements. | Feb 2021 |
| 52.233-3 | Protest after Award. (Deviation 2026-O0038) | Feb 2026 |
| 52.233-4 | Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038) | Feb 2026 |
| 52.240-91 | Security Prohibitions and Exclusions. (Deviation 2026-O0038) | Feb 2026 |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials. | Sep 2011 | | |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights. | Dec 2022 | | |
| 252.204-7004 | Antiterrorism Awareness Training for Contractors. | Jan 2023 | | |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting. | May 2024 | | |
| 252.204-7018 | Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services. | Jan 2023 | | |
| 252.204-7022 | Expediting Contract Closeout. | May 2021 | | |
| 252.222-7002 | Compliance with Local Labor Laws (Overseas). | Jun 1997 | | |
| 252.223-7008 | Prohibition of Hexavalent Chromium. | Jan 2023 | | |
| 252.225-7012 | Preference for Certain Domestic Commodities. | Apr 2022 | | |
| 252.225-7041 | Correspondence in English. | Jun 1997 | | |
| 252.225-7056 | Prohibition Regarding Business Operations with the Maduro Regime. | Jan 2023 | | |
| 252.225-7060 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region. | Jun 2023 | | |
| 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns. | Jan 2023 | | |
| 252.229-7014 | Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements. | Oct 2022 | | |
| 252.232-7010 | Levies on Contract Payments. | Dec 2006 | | |
| 252.243-7002 | Requests for Equitable Adjustment. | Dec 2022 | | |
| 252.244-7999 | Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015) | Feb 2026 | Deviation 2026-O0015 | Jan 2026 |
| 252.247-7023 | Transportation of Supplies by Sea. | Oct 2024 | | |

## FAR Clauses Incorporated by Full Text

**52.217-9 Option to Extend the Term of the Contract. (Mar 2000)**

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor not later than 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

**52.232-34 Payment by Electronic Funds Transfer-Other than System for Award Management. (Jul 2013)**

Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by the date when the contractor submit first invoice, using EFT Form established by DFAS. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information*. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

## DFARS Clauses Incorporated by Full Text

**252.225-7963 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041) (Feb 2026) Deviation 2026-O0041 (Feb 2026)**

**ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES(DEVIATION 2026-O0041) (FEB 2026)**

(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 374aw.atfp@us.af.mil or DSN 225-6340.

(End of clause)

**252.232-7007 Limitation of Government's Obligation. (Apr 2014)**

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

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

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

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

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

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

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

| | |
|---|---|
| On execution of contract | $/Y TBD |
| (month) (day), (year) ____ | $/Y TBD |
| (month) (day), (year) ____ | $/Y TBD |
| (month) (day), (year) ____ | $/Y TBD |

(End of clause)

# List of Attachments

| Number | Attachment Name | Attachment Description | Reference Identifier | Date | Line Item |
|---|---|---|---|---|---|
| 01 | Atch1 PWS APR2026 | Performance Work Statement | | 07 May 2026 | |

# Representations, Certification, & Other Statements

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. | Sep 2024 | | |
| 52.240-90 | Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038) | Feb 2026 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials. | Sep 2022 | | |
| 252.204-7008 | Compliance with Safeguarding Covered Defense Information Controls. | Oct 2016 | | |
| 252.225-7055 | Representation Regarding Business Operations with the Maduro Regime. | May 2022 | | |
| 252.225-7059 | Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation. | Jun 2023 | | |

## FAR Clauses Incorporated by Full Text

**52.209-7 Information Regarding Responsibility Matters. (Deviation 2026-O0038) (Feb 2026)**

Information Regarding Responsibility Matters (Feb 2026) (Deviation 2026-O0038)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of provision)

**52.229-11 Tax on Certain Foreign Procurements-Notice and Representation. (Jun 2020)**

Tax on Certain Foreign Procurements-Notice and Representation (Jun 2020)

(a) Definitions. As used in this provision-

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

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

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

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

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

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

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

(1) It [ ] is [ ] is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that-I am claiming on the IRS Form W-14 [ ] a full exemption, or [ ] partial or no exemption [Offeror must select one] from the excise tax.

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

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the IRS as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

## DFARS Clauses Incorporated by Full Text

**252.204-7016 Covered Defense Telecommunications Equipment or Services-Representation. (Dec 2019)**

COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, "covered defense telecommunications equipment or services" has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

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

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

**252.204-7017 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation. (May 2021)**

PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument."

(a) Definitions. "Covered defense telecommunications equipment or services," "covered mission," "critical technology," and "substantial or essential component," as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation, that it "does" provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it "will provide covered defense telecommunications equipment or services," the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

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

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

# Instructions, Conditions, & Notices to Offerors or Quoters

Addenda to RFO 52.212-1 Instructions to Offerors -Commercial Products and Commercial Services.

(a) Paragraph 52.212-1(b), "Period for Acceptance of Offers," is tailored as follows: "The quoter agrees to hold the prices in its quote firm for 120 calendar days from the date specified for receipt of quotes."

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

"(f) Quotation Preparation Instructions.

1. Quotation Preparation Instruction: The Government intends to award a single contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government. To assure timely and equitable evaluation of quotations, quoters must follow the instructions contained herein. Quoters are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Quoters must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) separate parts: Part I - Summary and Miscellaneous Data, Part II - Technical Offer, and Part III - Price Quotation.

2. Specific Instructions:

A. PART I - SUMMARY AND MISCELLANEOUS DATA - Submit one (1) electronic copy.

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

(2) Complete the necessary fill-ins and certifications in provisions and in the on-line Representations and Certifications at www.sam.gov.

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

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

B. PART II - TECHNICAL OFFER - Submit one (1) electronic copy. Technical proposals from quoters will first be evaluated to determine technical acceptability. Technical acceptability is achieved when the quoter provides the following documents that satisfy the evaluation criteria in accordance with RFO 52.212-2 (a)(1):

Factor: VALID AUTHORIZATION: The quoters must be licensed and registered to perform the business in the country of Japan. The quoters must hold a proper permit for the General Passenger Transportation Business (Ippan Kashikiri Ryokaku Jidosha Unso Jigyou) authorizing operations within Kanagawa Prefecture, issued by Ministry of Land, Infrastructure, Transport and Tourism (MLIT), Government of Japan (GOJ) in accordance with GOJ Road Transportation Law. The permit must be issued to the quoters.

C. PART III - PRICE QUOTATION - Submit one (1) electronic copy.

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

(2) Insert proposed unit price(s) and extended amount(s) in the Schedule of Supplies/Services for each Contract Line Item Number (CLIN) or Sub CLIN (SCLIN). The extended amount must equal the unit price multiplied by the number of units. It is imperative that mathematical calculations are correct.

3. General Information:

A. Submission of Quotations: Quoter shall submit electronic copies of quotation via email. By submitting an electronic copy, quoters assume all risk of quotations not getting through security measures and firewalls. The quoters shall follow the instructions listed below:

(1) Only files created using Microsoft WORD, Microsoft EXCEL, and/or Adobe.pdf files will be accepted. No zip files will be accepted. The Price Part shall be submitted in EXCEL spreadsheet format. Indicate on each file the Part number and title.

(2) Include the description "Quotation No. FA520926Q0045" in your subject line of the email when a quotation is submitted.

(3) Email the file(s) by the solicitation closing date and time to the following email addresses: go.ishikawa.jp@us.af.mil and takahiro.tsukada.jp@us.af.mil and call the POCs to confirm the receipt of the quotation at 042-552-3010 or 011-81-42-552-3010 from the United States.

(4) If the total size of email is expected to exceed 20MB, the quoter may use DoD SAFE (Department of Defense Secure Access File Exchange) https://safe.apps.mil/to upload the files. In order for the quoter to upload the files in DoD SAFE, the quoter must request to the POCs that the Government send an email with a link or provide a request code for access. It is a quoter's responsibility to ensure the receipts by contacting the POCs.

(5) The quoter may also use DoD SAFE as an alternate method when the quoter is incapable of submission of quotation via email.

(6) In a circumstance that the quoter experiences technical issues on both email and the access to DoD SAFE, the quoter may submit electronic copies of quotation via fax at 042-551-0973 from inside Japan / +81(country code)-42-551-0973 from outside Japan after notifying the POCs. It is a quoter's responsibility to (1) allow sufficient time to complete fax transmission by the solicitation closing date and time and (2) ensure the receipts by contacting the POCs.

B. Format for quotation Parts I and II shall be as follows:

(1) Each written Part of the quotation shall be separately bound and labeled. Cover pages, Table of Contents, and Tabs will not be counted against the page limits. However, pages depicting tables, charts, graphs, and figures will count toward the page limit. The number of copies of each part is specified in paragraph 2, Specific Instructions, above.

(2) The quotations shall be formatted electronically to fit 8 1/2" x 11" or A4 size.

(3) A page is defined as one face of a sheet of paper containing information.

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

(5) Written entries shall not be less than 10 font size. Size of print is applicable to charts and graphs.

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

(7) Each Part shall be complete in itself and shall not reference information contained in other Parts.

(8) Price data of any kind shall be presented only in the Price Quotation Part.

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

C. Quotation Submission Summary:

The following summarizes the quotation submission:

Part I:
Title: Summary and Miscellaneous Data
Electronic Copy: 1
Paper Copy: 0
Page Limit: N/A
Due Date: See Block 8 of SF1449

Part II:
Title: Technical Offer
Electronic Copy: 1
Paper Copy: 0
Page Limit: N/A
Due Date: See Block 8 of SF1449

Part III:
Title: Price Quotation
Electronic Copy: 1
Paper Copy: 0
Page Limit: N/A
Due Date: See Block 8 of SF1449

D. FEDERAL HOLIDAYS: The following Federal Legal Holidays are observed by this base:

New Year's Day / 1 January
Birthday of Martin Luther King / Third Monday in January
Washington's Birthday / Third Monday in February
Memorial Day / Last Monday in May
Juneteenth Day / 19 June
Independence Day / 4 July
Labor Day / First Monday in September
Columbus Day / Second Monday in October
Veterans Day / 11 November
Thanksgiving Day / Fourth Thursday in November
Christmas Day / 25 December

Note: No Japanese holidays will be observed."

(End of Addenda)

## FAR Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. | Jan 2017 | | |
| 52.204-7 | System for Award Management-Registration. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.222-56 | Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038) | Feb 2026 | | |
| 52.233-2 | Service of Protest. (Deviation 2026-O0038) | Feb 2026 | | |

## DFARS Clauses Incorporated by Reference

| Number | Title | Effective Date | Alternate/ Deviation | Variation Effective Date |
|---|---|---|---|---|
| 252.204-7024 | Notice on the Use of the Supplier Performance Risk System. | Mar 2023 | | |

## DFARS Clauses Incorporated by Full Text

**252.215-7992 Only One Offer. (DEVIATION 2026-O0048) (Mar 2026) Deviation 2026-O0048 (Mar 2026)**

ONLY ONE OFFER (DEVIATION 2026-O0048) (MAR 2026)

(a) Cost or pricing data requirements. After initial submission of offers, if the Contracting Officer notifies the Offeror that only one offer was received, the Offeror agrees to--

(1) Submit any additional cost or pricing data that is required in order to determine whether the price is fair and reasonable (10 U.S.C. 3705) or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 3702); and

(2) Except as provided in paragraph (b) of this provision, if the acquisition exceeds the certified cost or pricing data threshold and an exception to the requirement for certified cost or pricing data at FAR 15.403-2(b)(2) through (5) does not apply, certify all cost or pricing data in accordance with paragraph (c) of DFARS provision 252.215-7994, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data, of this solicitation.

(b) Canadian Commercial Corporation. If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with DFARS 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at 15.404).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-1 with the notification].

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(4) As specified in FAR 15.403-1(d), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(c) Subcontracts. Unless the Offeror is the Canadian Commercial Corporation, the Offeror shall insert the substance of this provision, including this paragraph (c), in all subcontracts exceeding the simplified acquisition threshold defined in FAR part 2.

(End of provision)

# Evaluation Factors for Award

## FAR Clauses Incorporated by Full Text

**52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation 2026-O0038) (Feb 2026)**

Evaluation-Commercial Products and Commercial Services (Feb 2026) (Deviation 2026-O0038)

(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible quoter whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate quotes:

(1) Technical:

(2) Price

(b) Price: Price analysis will be conducted to determine the quoter's Total Evaluated Price (TEP) fair and reasonable. TEP is calculated by totaling the quoter's extended amount of each CLIN (CLINs 0001,1001 and 2001). Evaluating the Option CLINs does not obligate the Government to exercise the Options. The Government reserves the right to perform a price realism analysis to assess whether proposed prices are so low as to indicate a lack of understanding of the requirements or present performance risk. If the Government determines that a quote reflects such risk, it may consider the quote unacceptable.

(c) Options. The Government will evaluate quotes for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that a quote is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

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

Addendum to RFO 52.212-2, Evaluation - Commercial Products and Commercial Services.

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

"(e) BASIS FOR CONTRACT AWARD: This is a competitive best value acquisition utilizing Lowest Price Technically Acceptable (LPTA)

source selection conducted in accordance with RFO Parts 12. By submission of its quote in accordance with the instructions provided in clause RFO 52.212-1, Instructions to Offerors -Commercial Products and Commercial Services, the quoter accedes to the terms of this model contract. Failure to meet a requirement may result in a quoter being determined unacceptable. Award will be made to the lowest Total Estimated Price quote that meets the acceptability standards for non-price factors. The evaluation process will include the following: (1) Technical Acceptability Evaluation. The Government will evaluate the technical quoter on a pass/fail basis against the following two factors. The quoter must receive an "Acceptable" rating for factor to be considered technically acceptable. Failure to meet the standard for any factor will result in an "Unacceptable" rating and the quote will not be further considered for award.

1. Factor: VALID AUTHORIZATION: The quoters must be licensed and registered to perform the business in the country of Japan. The quoters must hold a proper permit for the General Passenger Transportation Business (Ippan Kashikiri Ryokaku Jidosha Unso Jigyou) authorizing operations within Kanagawa Prefecture, issued by MLIT, GOJ in accordance with GOJ Road Transportation Law. The permit must be issued to the quoters.

A. Standard: The quoter provides proof of a valid "General Passenger Transportation Business" (Ippan Kashikiri Ryokaku Jidosha Unso Jigyou) issued by the MLIT, GOJ, and this registration is held directly in the name of the quoter.

B. Acceptable/Unacceptable:

(1) Acceptable: The quoter provides a valid General Passenger Transportation Business held directly in the name of the quoting entity.
(2) Unacceptable: The quoter fails to provide the required registration, the registration is not General Passenger Transportation Business, or the registration is not held directly in the name of the quoting entity.

(End of provision)