SOLICITATION, OFFER, AND AWARD

(Construction, Alteration, or Repair)

1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE	OF	PAGES
W912HV26BA009	[X] SEALED BID (IFB) INVITATION FOR BID [ ] NEGOTIATED (RFP) REQUEST FOR PROPOSAL		1		76

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		500980

7. ISSUED BY CODE W912HV

W2SN ENDIST JAPAN
KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA
APO, AP 96338-5010
UNITED STATES
WILLIAM HOUSE, EMAIL: WILLIAM.E.HOUSE@USACE.ARMY.MIL TELEPHONE: 098-970-9267

8. ADDRESS OFFER TO

W2SN ENDIST JAPAN
KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA
APO, AP 96338-5010
UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	WILLIAM HOUSE	098-970-9267

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

PROJECT TITLE: RENOVATE MILITARY FAMILY HOUSING TOWER 4511, CAMP COURTNEY
PROJECT LOCATION: CAMP COURTNEY, OKINAWA, JAPAN

SECTION 00 00 00, PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00 10 00, SOLICITATION, CONTRACT LINE ITEM (CLIN) SCHEDULE
SECTION 00 01 21 INSTRUCTIONS
SECTION 00 21 13, INSTRUCTIONS TO BIDDERS
SECTION 00 45 00, REPRESENTATIONS AND CERTIFICATIONS
SECTION 00 70 00, CONDITIONS OF THE CONTRACT
SECTION 00 72 00, GENERAL CONDITIONS
SECTION 00 73 00, SUPPLEMENTARY CONDITIONS
SECTION 01 00 00, GENERAL REQUIREMENTS

11. The contractor shall begin performance within 15 calendar days and complete it within 730 calendar days after receiving [ ] award, [X] notice to proceed. This performance period is [ ] mandatory [ ] negotiable. ***(See*** FAR 52.211-10 ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
[X] YES [ ] NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM ***(hour)*** local time 07 AUG 2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee [X] is, [ ] is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

DRAFT

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NUMBER *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT
☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

DRAFT

Section 00 00 00 - Procurement and Contracting Requirements

Instrument Name: Renovate Military Family Housing Tower 4511, Camp Courtney

SECTION 00 00 00, PROCUREMENT AND CONTRACTING REQUIREMENTS SECTION 00 10 00, SOLICITATION, CONTRACT LINE ITEM (CLIN) SCHEDULE SECTION 00 01 21 INSTRUCTIONS SECTION 00 21 13, INSTRUCTIONS TO BIDDERS SECTION 00 45 00, REPRESENTATIONS AND CERTIFICATIONS SECTION 00 70 00, CONDITIONS OF THE CONTRACT SECTION 00 72 00, GENERAL CONDITIONS SECTION 00 73 00, SUPPLEMENTARY CONDITIONS SECTION 01 00 00, GENERAL REQUIREMENTS

Identifier	Document Name	Document Description	Reference Identifier	Date	Line Item	Page Numbers	Document Type	Provided Under Separate Cover
0001	03_COURTNEY T4511_Post RTA_DWG S	Drawings		14 Apr 2026			Attachment	No
0002	02_COURTNEY T4511_Post RTA_SPECIFICATION S	Specification		14 Apr 2026			Attachment	No
0003	SECNAV 5512 (BRC) JP Trans	Base Access Form - SECNAV 5512/1 (REV MAY 2021)		01 May 2021			Attachment	No
0004	Primavera Brandname J&A_Redacted	Specification		10 Apr 2026			Attachment	No
0005	JA for Interior Finishes CLASS (Redacted)	Specification		08 Apr 2022			Attachment	No

Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule

Additional Information/Notes

NOTES:

1. Failure of the offeror to propose prices for all items in the CLIN Schedule may be cause for rejection of the proposal as unacceptable.
2. See Section 01 20 00, for additional line item description.
3. Any reference to "offer", "offeror", or "CLIN schedule" shall be construed to mean "bid", "bidder", and "Bid schedule".

*** END OF NARRATIVE ***

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Tower 4511 repair and renovation work on Camp Courtney Pricing Arrangement: Firm Fixed Price	1	Job		
0002	Construction of supporting infrastructure beyond 1.5 meters of Tower 4511 Pricing Arrangement: Firm Fixed Price	1	Job		
0003	Asbestos remediation Pricing Arrangement: Firm Fixed Price	1	Job		
0004	Lead based paint remediation Pricing Arrangement: Firm Fixed Price	1	Job		
0005	Mold remediation Pricing Arrangement: Firm Fixed Price	1	Job		

Section 00 21 00 - Instructions

FAR Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	2026-02		
52.214-3	Amendments to Invitations for Bids. (Deviation 2026-O0038)	2026-02		
52.214-4	False Statements in Bids.	1984-04		
52.214-5	Submission of Bids. (Deviation 2026-O0038)	2026-02		
52.214-6	Explanation to Prospective Bidders.	1984-04		
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids. (Deviation 2026-O0038)	2026-02		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038)	2026-02		
52.233-2	Service of Protest. (Deviation 2026-O0038)	2026-02		

DFARS Provisions Incorporated by Reference

Number	Title	Effective	Alternate	Variation

		Date	Deviation	Effective Date
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	2023-03		
252.233-7001	Choice of Law (Overseas).	1997-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (Tailored)	2008-04		

Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use (Apr 2008)

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

52.216-1	Type of Contract. (Deviation 2026-O0038) (Tailored)	2026-02		

Type of Contract (Feb 2026) (Deviation 2026-O0038)

The Government contemplates award of a firm-fixed-price construction contract resulting from this solicitation.

(End of provision)

52.228-1 Bid Guarantee. (Tailored) 1996-09

Bid Guarantee (Sept 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds-

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000 (JPY 437,200,000), whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference. 1998-02

Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting

the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

(End of provision)

52.252-5	Authorized Deviations in Provisions.	2020-11

Authorized Deviations in Provisions (Nov 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7025	Notice of Cybersecurity Maturity Model Certification Level Requirements. (Tailored)	2025-11		

NOTICE OF CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) *Definitions*. As used in this provision, "controlled unclassified information (CUI)," "current," "Cybersecurity Maturity Model Certification (CMMC) status," "Cybersecurity Maturity

Model Certification unique identifier (CMMC UID)," "Federal contract information (FCI)", and "plan of action and milestones" have the meaning given in the Defense Federal Acquisition Regulation Supplement 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements, clause of this solicitation.

(b)(1) *Cybersecurity Maturity Model Certification (CMMC) level*. The CMMC level required by this solicitation is: *NOT APPLICABLE; THERE IS NO CMMC REQUIREMENT*. This CMMC level, or higher (see 32 CFR part 170), is required prior to award for each contractor information system that will process, store, or transmit Federal contract information (FCI) or controlled unclassified information (CUI) during performance of the contract.

(2) The Offeror will not be eligible for award of a contract, task order, or delivery order resulting from this solicitation if the Offeror does not have, for each of the contractor information systems that will process, store, or transmit FCI or CUI and that will be used in performance of a contract resulting from this solicitation-

(i) The current CMMC status entered in the Supplier Performance Risk System (SPRS) (*https://piee.eb.mil*) at the CMMC level required by paragraph (b)(1) of this provision; and

(ii) A current affirmation of continuous compliance with the security requirements identified at 32 CFR part 170 in SPRS.

(c) *Plan of action and milestones*. If the Offeror has a CMMC Status of Conditional, the Offeror shall successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(d) *CMMC unique identifiers*. The Offeror shall provide, in the proposal, the CMMC unique identifier(s) (CMMC UIDs) issued by SPRS for each contractor information system that will process, store, or transmit FCI or CUI during performance of a contract, task order, or delivery order resulting from this solicitation. The Offeror also shall update the list when new CMMC UIDs are generated in SPRS. The CMMC UIDs are provided in SPRS after the Offeror enters the results of self-assessment(s) for each such information system.

(End of provision)

Section 00 21 13 - Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. **THIS IS AN INVITATION FOR BID SOLICITATION**

a. The Public Bid Opening will be held at the following location:

U.S. Army Corps of Engineers, Japan Engineering District

Okinawa Area Office (OAO)

Building #364, Room # 108

Camp Foster, Okinawa, Japan

b. An Abstract of Bids (Optional Form 1419, Abstract of Offers - Construction) will be completed, verified, certified as to its accuracy, and posted on the following Government Point of Entry website: SAM.gov.

2. **REQUIRED SUBMITTALS FOR INVITATION FOR BIDS**.

a. Bidders shall include the following documents:

(1) SF1442 (pages 1 and 2), including acknowledgment on all SF30 Amendments issued;

(2) Section 00 10 00, Solicitation, Contract Line Item Number (CLIN) Schedule (completed in its entirety);

(3) Section 00 45 00, Representations and Certifications (completed in its entirety);

(4) Bid Guarantee; and

(5) Joint Venture Agreement (if applicable).

b. Failure to submit all required documents may result in the Bid being considered non-responsive. Additionally, failure of the Bidder to propose prices for all items in the CLIN Schedule may be cause for rejection of the Bid as non-responsive.

3. **DELIVERY OF BIDS**

a. The Bid shall be submitted in a sealed envelope or package to the U.S. Corps of Engineers Okinawa Area Office at Camp Foster building 364, room 118. Do not send bids to the address stated in SF1442 box 8.

b. Emailed Bids are prohibited and will be rejected.

c. Each bidder is solely responsible for ensuring that their bid is received by the Government as specified in the solicitation. Please read the following statements to ensure timely submittal of your bid:

1. Closely coordinate the delivery of your bid in sufficient time before the bid opening date /proposal due date.
2. Bids will not be accepted at the main gate of Government facilities.
3. The Government will not escort or provide any base access to any door-to-door service company.
4. Valid picture identification is required for entry into Government facilities.
5. For Japanese visitors, Residential Registration Card, Passport, or Japanese Driver's License are considered valid picture Identification. Those individuals using a newly issued Japanese driver's license with an Identity Code (IC) chip as a form of identification will be required to enter an 8-digit Personal Identification Number (PIN) into an IC Chip Reader. Individuals are granted 3 attempts to input their PIN and will be denied access if they are unable to input the correct PIN. To obtain or reset the PIN code, individuals should go to their local Japanese police driver's licensing center for assistance.
6. For non-Japanese visitors, Passport or Alien Registration Card are considered valid picture identification.

d. For bid addressed to Camp Foster:

1. The Japan Postal Service does not have access to deliver to Camp Foster.
2. Instructions for Base Escort Access Assistance Prospective Bidders who require base escort access submit a written request for assistance to the following Government personnel: Contract Specialist, Mr. William House, and Contracting Officer, Ms. Erica Stiner. The written request for base access assistance shall be sent by email to william.e.house@usace.army.mil and erica.j.stiner@usace.army.mil no later than seven (7) business days prior to the date identified in block 13 of the SF 1442. Additional instructions will be provided at that time. The time and date stated for receipt of a prospective bidders written request for base access assistance is non-negotiable.

4. **SUBMISSIONS OF BIDS IN JAPANESE YEN**

Bids submitted in response to this solicitation shall be in terms of Japanese Yen. Bids received in a currency other than Japanese Yen will be rejected.

5. **MAGNITUDE OF THE PROJECT**

The estimated price range of this work is between $20,000,000 and $50,000,000 (between JPY 3,008,830,000 and JPY 7,522,075,000).

6. **Site Visit (Construction) (Feb 1995) Alternate I**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for-

Date: 11 June 2026 at 0900 hours

(c) Location:

Participants will meet at Camp Courtney Tower 4511 parking lot.

Submit the names of all attendees via email to the following Point of Contact (POC) no later than 3 June 2026 at 5:00 pm. The attendee list shall include full name, company name, email address, phone number, and if temporary base access is required. If temporary base access is required see section (d) instructions below. This information must be provided in advance to ensure access to the military base. NOTE: If there is a change to the attendee list after 3 June 2026 at 5:00 pm, please contact the POC listed below as soon as possible.

POC:

Ben Xiao, Project Manager

Telephone: 098-970-3309

Mobile: 080-1001-8863

Email: ben.xiao@usace.army.mil

(d) Participants requiring base access to Camp Courtney

Submit completed from SECNAV 5512/1 Base Access Form (Solicitation Attachment 003) for all attendees via email to the following Point of Contact (POC) no later than 3 June 2026 at 5:00 pm. This information must be provided in advance to ensure access to the military base. Attendees shall pick up passes on 10 June 2026 (one day prior to the site visit) from the Camp Foster Legion Gate Pass and ID office. On the SECNAV form. if the person is a JP citizen, then please fill out "OTHER APPROVED IDENTITY SOURCE DOCUMENTS" block and enter (1) Driver License or MyNumber card and (2) koseki shohon information. Attach copy of BOTH documents. If they are US or any other nationality, then fill out Block 13 and attached copy of whatever documents they listed in that block. Copy of the Social Security card in NOT needed. NOTE: If there is a change to the attendee list after 3 June 2026 at 5:00 pm, please provide contact the POC listed below as soon as possible.

Email: ben.xiao@usace.army.mil

Mobile: 080-1001-8863

Telephone: 098-970-3309

Ben Xiao, Project Manager

7. **BIDDER INQUIRIES**

a. Prospective Bidders shall submit all questions or requests for information (RFI) regarding this solicitation through the ProjNet website, which can be accessed at https://www.projnet.org/projnet/. The "Bidder Inquiry Module" in ProjNet will allow prospective Bidders to submit questions and/or RFI and display previously submitted questions and/or RFI posted by other prospective Bidders. Telephonic and email questions sent directly to Government representatives will not be accepted. All questions and/or RFI shall be submitted in the Bidder Inquiry Module by the due date and time identified herein.

b. All questions or RFIs shall be submitted within the ProjNet, Bidder Inquiry Module no later than 14:00, Japan Standard Time, on 3 July 2026.

c. To submit and/or review questions related to this project, prospective Bidders must use a Bidder Inquiry Key and follow the instructions listed below for access.

d. The Bidder Inquiry Key is: **8BRUZI-438NZF**

e. Prior to submitting questions or RFIs, prospective Bidders are encouraged to thoroughly review the Solicitation and all attachments (i.e. specifications and drawings) and the Bidder Inquiry Module to confirm other prospective Bidders have not previously submitted the same question or RFI, in order to avoid repeat inquiries.

f. For specification questions, select "Specifications," then list the Section, Paragraph and Page Number to correspond to your inquiry. For Plans questions, select "Plans" and list the sheet and detail number for the inquiry.

g. ProjNet Access Instructions:

1. Go to the website: https://www.projnet.org/projnet/.
2. At the home page, select USACE for the "Managing Agency" field.
3. At the home page, enter your email address under the "EMAIL" field (do not enter a password in the "Regular Accounts" Section).
4. At the home page, enter the Bidder Inquiry Key under the "KEY ACCESS" field.
5. Read and check "I agree to the privacy & security notice."
6. Press Sign-in button.

7. A page will open requesting user account information and will ask you to create a new account (if you don't have an existing account in the system). Enter all data fields required for account creation. When you log back in, you will need to answer your security question.
8. Press "add user" to continue.
9. Upon completion of account creation, you will have access to the ProjNet system and project page.
10. Review and submit questions regarding this project. The user who submits a question will receive an automated email notification that their question has been received. All questions can be viewed from this program.

h. For questions about ProjNet, please contact the Call Center help desk toll free number at 1-800-428-HELP, which operates from 8 am to 5 pm (U.S. Central Time Zone). Questions can be emailed to the helpdesk at staff@rcesupport.com.

i. The Government will respond to inquiries in ProjNet after the submission date. Government responses to inquiries are intended to provide clarity and may or may not result in a change to a solicitation document. All revisions to the specifications and/or drawings will be specifically noted and incorporated into the solicitation via an amendment along with all responses to inquiries received. Any information given a prospective Bidder concerning a solicitation will be furnished promptly to all other prospective Bidders as an amendment to the solicitation if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.

8. **BID GUARANTEE**

a. ACCEPTABLE SURETIES. Notwithstanding the statement contained in paragraph (d) of the clause, FAR 52.228-15, Performance and Payment Bonds - Construction, concerning the acceptable corporate sureties appearing on the Treasury Department Circular 570, a corporate surety that has received official approval to execute Bid Bonds (Standard Form 24) and Performance Bonds (Standard Form 25) on United States Forces Japan construction projects from the Ministry of Finance, Government of Japan will be considered an acceptable surety. Banks are not acceptable sureties; Bid Bonds and Performance Bonds executed by banks will be rejected.

b. Notwithstanding the statement contained in paragraph (b) of clause FAR 52.228-1, Bid Guarantee, the Bid Guarantee must be supported by good and sufficient corporate surety or sureties acceptable to the Government.

c. Notwithstanding the statement contained in paragraph (d) of clause FAR 52.228-15, Performance and Payment Bonds - Construction, the performance bond must be supported by good and sufficient corporate surety or sureties acceptable to the Government.

9. **SIGNATURE OF BIDS**

Bids must be signed by an officer of the company or an individual who is authorized to sign bids for and on behalf of the company. An individual, other than an officer of the company, who signs a bid must submit evidence of his authority to sign such bid. This evidence must accompany the bid. Failure to comply with this requirement may be cause for rejection of the bid.

10. **JOINT VENTURE**

In the event the bidder is a joint venture, the bid must be signed by an authorized representative of each participant in the joint venture. The joint venture as an entity shall also have an active System for Award Management registration - See FAR 52.204-7 System for Award Management. Failure to comply with this requirement may be cause for rejection of the bid.

11. **BIDDER ELIGIBILITY**

This contract will be performed in its entirety in the country of Japan and is intended only for local sources. Only local sources will be considered under this solicitation. Local sources are sources (e. g. corporations, partnerships, or Joint Ventures [For a Joint Venture, the Joint Venture as an independent entity must satisfy the local source requirements or, in the alternative, each member of the Joint Venture must individually satisfy the local source requirements]) that are physically located in Japan and authorized (i.e. licensed and registered) to perform in Japan, the type of construction work specific in this solicitation. Specifically, a prospective bidder must be duly authorized to operate and conduct business in Japan and must fully comply with all applicable laws, decrees, labor standards, and regulations of Japan during the performance of the resulting contracts. Bidders must be registered with the Government of Japan to do construction work in Japan and possess necessary construction licenses and permits to perform work required under this solicitation at the time a bid is submitted. Construction license will be verified through the Government of Japan - Ministry of Land, Infrastructure, Transport, and Tourism (MILT) https://etsuran.mlit.go.jp/TAKKEN. The U.S. Government will not offer "United States Official Contractor" status under Article XIV of the US-Japan Status of Forces Agreement (SOFA) to U.S. contractors normally resident in the United States; nor will the U.S. Government certify employees of such contractors as "Members of the Civilian Component" under Article I(b) of the SOFA.

12. **JAPANESE CONSUMPTION TAX**

By virtue of Article XII of the Status of Forces Agreement (SOFA), materials, supplies, equipment and services procured for official purposes in Japan by the United States armed forces, or its authorized procurement agencies are EXEMPT from various Japanese Taxes, including Consumption Tax. The exemption from the Japanese Consumption Tax applies not only to Japanese prime contractors, but also to Japanese subcontractors or suppliers at every level regardless of the nationality of the prime contractor whether a Japanese or a Foreign firm. The instruments listed hereinafter have been agreed to by both governments of Japan and the U.S. as "Proof of Purchase by U.S. Forces in Japan."

Standard Form 1034 Public Voucher for Purchases and Services other than Personal

DD Form 1155 Order for Supplies or Services

Standard Form 44 Purchase Order-Invoice-Voucher

ENG Form 93 Payment Estimate

Therefore, Japanese Consumption Tax shall NOT be included in your bid, proposal or quote.

13. **AMENDMENTS PRIOR TO THE CLOSING DATE SET FOR OPENING OF BIDS**

The right is reserved, as the interest of the Government may require, to revise or amend the solicitation, specifications, drawings, or both prior to the date set for opening of bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this invitation for bids and posted to the PIEE website. If the revisions and amendments are of a nature which requires material changes in quantities or prices of bid or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the issuing officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

14. **ORGANIZATIONAL CONFLICTS OF INTEREST (Pre-award)**

In order to prevent a potential conflict of interest under FAR subpart 9.5, firms that prepared or assisted in preparing a statement of work, specifications, or plans for this project in any capacity (to include as a prime contractor, partner, subcontractor, or consultant) under any prior contract should not be a bidder under this solicitation and should not be a part of the bidder's team in any capacity (to include as a prime contractor, partner, subcontractor, or consultant). Failure to comply with this provision may result in rejection of your bid.

15. **CYBERSECURITY MATURITY MODEL CERTIFICATION**

The scope included in this solicitation requires the contractor and/or subcontractor(s) information system to process, store, or transmit Federal Contract Information (FCI) and requires the contractor and/or subcontractor(s) to comply with CMMC requirements in accordance with clause DFARS 252.204-7021, Cybersecurity Maturity Model Certification Requirements. **At the time of bid opening, Bidders shall have achieved a CMMC Level I or higher certification and if awarded the contract, maintain it for the duration of this contract.**

16. **BRAND NAME OR EQUAL (Aug 1999)**

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by-

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

*** END OF NARRATIVE ***

Section 00 45 00 - Representations and Certifications

CORPORATE CERTIFICATE. In accordance with FAR 4.102(c), the offeror, if a corporation, is requested to complete and submit the following certificate. A joint venture will require a submittal of this certificate from all joint venture parties involved.

CORPORATE CERTIFICATE

The Offeror, if a corporation, shall have this certificate executed under its corporate seal, provided that the same officer of the corporation shall not execute both the offer and this certificate. [0000-4503]

I, _____, certify that I am the _____ of the corporation named as Offeror herein; that _____, who

signed the offer on behalf of the Offeror, was then _____ of said corporation; and that said offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL) _____ (PERSONAL SEAL)

(Signature)

*** END OF NARRATIVE ***

FAR Provisions 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.	2024-09		
52.203-18	Prohibition on Contracting with	2017-01		

	Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	
52.223-4	Recovered Material Certification.	2008-05
52.229-12	Tax on Certain Foreign Procurements.	2021-02

DFARS Provisions Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	2022-09		
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	2022-05		
252.225-7057	Preaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2022-08		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	2023-06		

FAR Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.209-7	Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02		

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)

52.209-13	Violation of Arms Control Treaties or Agreements-Certification. (Deviation 2026-O0038)	2026-02

Violation of Arms Control Treaties or Agreements-Certification (Feb 2026) (Deviation 2026-O0038)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

[ ] (1) The Offeror certifies that-

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

[ ] (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be

in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless-

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

DFARS Provisions Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services-Representation.	2021-05		

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)

Section 00 70 00 - Conditions of the Contract

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	2026-02		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	2026-02		
52.240-93	Basic Safeguarding of Covered Contractor Information Systems. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.225-7966	Prohibition Regarding Russian Fossil Fuel Business Operations-Representation (Deviation 2024-O0006, Revision 1)	2024-03	Deviation 2024-O0006	2024-03
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	2024-02	Deviation 2024-O0006	2024-02
252.240-7997	NIST SP 800-171 DoD	2026-02	Deviation	2026-02

	Assessment Requirements. (DEVIATION 2026-O0025)		2026-O0025	
252.244-7999	Subcontracts for Commercial Products or Commercial Services. (DEVIATION 2026-O0015)	2026-02	Deviation 2026-O0015	2026-01

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.204-7998	Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043) (Tailored)	2026-02	Alternate A Deviation 2026-O0043	2026-02 2026-02

Alternate A, Annual Representations and Certifications (DEVIATION 2026-O0043)(FEB 2026)

Include the following paragraphs (e), (f), and (g) in the provision at FAR 52.204-7:

(e)(1) If the provision at FAR 52.204-7, System for Award Management **-** Registration, is included in this solicitation, paragraph (g) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management - Registration, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (g) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

__ (i) Paragraph (g) applies.

__ (ii) Paragraph (g) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

_X_ (i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

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

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

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

__ (v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

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

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

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

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

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

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

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

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

Use with Alternate I.

Use with Alternate II.

Use with Alternate III.

Use with Alternate IV.

Use with Alternate V.

(vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

(vii) 252.232-7015, Performance-Based Payments--Representation.

(g) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov* After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-7 and paragraph (f) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.203-1); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____
____	____	____	____

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

(End of provision)

252.215-7992	Only One Offer. (DEVIATION 2026-O0048) (Tailored)	2026-03	Deviation 2026-O0048	2026-03

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 as specified by the Contracting Officer after the solicitation closing if only one offer is received.

(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)

252.225-7963	Antiterrorism/Force Protection for Defense Contractors Outside the United States. (DEVIATION 2026-O0041) (Tailored)	2026-02	Deviation 2026-O0041	2026-02

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 CMC Code POS-10; telephone, DSN 224-4177 or U.S. commercial (703) 614-4177.

(End of clause)

Section 00 72 00 - General Conditions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.202-1	Definitions.	2020-06		
52.203-3	Gratuities.	1984-04		
52.203-5	Covenant Against Contingent Fees.	2014-05		
52.203-6	Restrictions on Subcontractor Sales to the Government.	2020-06		
52.203-7	Anti-Kickback Procedures.	2020-06		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	2014-05		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	2014-05		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	2020-06		
52.203-13	Contractor Code of Business Ethics and Conduct.	2021-11		
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	2017-01		
52.204-9	Personal Identity Verification of Contractor Personnel.	2011-01		

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	2026-02
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	2026-02
52.204-19	Incorporation by Reference of Representations and Certifications.	2014-12
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	2026-02
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	2026-02
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	2026-02
52.210-1	Market Research. (Deviation 2026-O0038)	2026-02
52.211-15	Defense Priority and Allocation Requirements.	2008-04
52.214-18	Preparation of Bids-Construction.	1984-04
52.214-19	Contract Award-Sealed Bidding-	1996-08

	Construction.	
52.214-26	Audit and Records-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.214-27	Price Reduction for Defective Certified Cost or Pricing Data-Modifications-Sealed Bidding.	2020-06
52.214-28	Subcontractor Certified Cost or Pricing Data-Modifications-Sealed Bidding. (Deviation 2026-O0038)	2026-02
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	2026-02
52.223-5	Pollution Prevention and Right-to-Know Information.	2024-05
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	2024-05
52.227-4	Patent Indemnity-Construction Contracts.	2007-12
52.228-2	Additional Bond Security.	1997-10
52.228-3	Workers' Compensation Insurance (Defense Base Act).	2014-07
52.228-11	Individual Surety-Pledge of Assets.	2021-02
52.229-3	Federal, State, and Local Taxes.	2013-02
52.229-6	Taxes-Foreign Fixed-Price Contracts.	2013-02

52.232-8	Discounts for Prompt Payment.	2002-02
52.232-17	Interest.	2014-05
52.232-27	Prompt Payment for Construction Contracts.	2017-01
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	2018-10
52.232-39	Unenforceability of Unauthorized Obligations.	2013-06
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	2023-03
52.233-1	Disputes. (Deviation 2026-O0038)	2026-02
52.233-3	Protest after Award. (Deviation 2026-O0038)	2026-02
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	2026-02
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	2026-02
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	2026-02
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	2026-02
52.236-6	Superintendence by the Contractor. (Deviation 2026-	2026-02

	O0038)			
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	2026-02		
52.236-8	Other Contracts. (Deviation 2026-O0038)	2026-02		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	2026-02		
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	2026-02		
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	2026-02		
52.236-12	Cleaning Up. (Deviation 2026-O0038)	2026-02		
52.236-13	Accident Prevention. (Alternate I)	2026-02	Alternate I	1991-11
52.236-15	Schedules for Construction Contracts. (Deviation 2026-O0038)	2026-02		
52.236-17	Layout of Work. (Deviation 2026-O0038)	2026-02		
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	2026-02		
52.242-13	Bankruptcy.	1995-07		
52.242-14	Suspension of Work.	1984-04		

52.243-4	Changes. (Deviation 2026-O0038)	2026-02		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	2026-04		
52.246-12	Inspection of Construction.	1996-08		
52.246-21	Warranty of Construction.	1994-03		
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels. (Deviation 2026-O0038)	2026-02		
52.249-2	Termination for Convenience of the Government (Fixed-Price). (Alternate I)	2012-04	Alternate I	1996-09
52.249-10	Default (Fixed-Price Construction).	1984-04		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	2026-02		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.201-7000	Contracting Officer's Representative.	1991-12		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	2011-09		

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	2023-01
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	2022-12
252.203-7003	Agency Office of the Inspector General.	2019-08
252.203-7004	Display of Hotline Posters.	2023-01
252.204-7003	Control of Government Personnel Work Product.	1992-04
252.204-7004	Antiterrorism Awareness Training for Contractors.	2023-01
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	2024-05
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	2023-01
252.205-7000	Provision of Information to Cooperative Agreement Holders.	2024-10
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	2019-05
252.222-7002	Compliance with Local Labor Laws (Overseas).	1997-06
252.222-7006	Restrictions on the Use of	2023-01

	Mandatory Arbitration Agreements.	
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	2014-09
252.223-7008	Prohibition of Hexavalent Chromium.	2023-01
252.225-7012	Preference for Certain Domestic Commodities.	2022-04
252.225-7041	Correspondence in English.	1997-06
252.225-7048	Export-Controlled Items.	2013-06
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	2023-01
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	2023-01
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	2023-06
252.231-7000	Supplemental Cost Principles	1991-12
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	2018-12
252.232-7008	Assignment of Claims (Overseas).	1997-06
252.232-7010	Levies on Contract Payments.	2006-12

252.236-7000	Modification Proposals--Price Breakdown.	1991-12
252.243-7001	Pricing of Contract Modifications.	1991-12
252.243-7002	Requests for Equitable Adjustment.	2022-12
252.247-7023	Transportation of Supplies by Sea.	2024-10

FAR Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
52.211-12	Liquidated Damages-Construction.	2000-09		

Liquidated Damages-Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of JPY 242,398 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.223-3	Hazardous Material Identification and Safety Data. (Deviation 2026-O0038)	2026-02

Hazardous Material Identification and Safety Data (Feb 2026) (Deviation 2026-O0038)

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
____	____
____	____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable

Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items.	2008-05

Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer's Representative.

(End of clause)

52.228-15	Performance and Payment Bonds-Construction. (Tailored)	2020-06

Performance and Payment Bonds-Construction (Jun 2020)

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

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds*. Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25)*. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25A)*. The penal amount of payment bonds at the time of contract award shall be *0 (no bond)* percent of the original contract price.

(3) Additional bond protection.

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds*. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds*. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the:

U.S. Department of the Treasury,

Financial Management Service,

Surety Bond Branch,

3700 East West Highway,

Room 6F01,

Hyattsville, MD 20782.

Or via the internet at http://www.fms.treas.gov/c570/.

(e) *Notice of subcontractor waiver of protection* (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-11	Tax on Certain Foreign Procurements-Notice and Representation.	2020-06

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)

52.232-5	Payments under Fixed-Price Construction Contracts.	2014-05

Payments under Fixed-Price Construction Contracts (May 2014)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if-

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that-

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

____ (Name)

____ (Title)

____ (Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall-

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until-

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during

any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as-

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after-

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the

Assignment of Claims Act of1940 (31 U.S.C.3727 and 41 U.S.C. 6305).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under paragraph (d)(2) of this clause shall be-

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.248-3 Value Engineering-Construction. 2025-10

Value Engineering-Construction (Oct 2025)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) of this clause.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

Collateral savings, as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings,

whether or not the acquisition cost changes.

Contractor's development and implementation costs, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

Government costs, as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

Instant contract savings, as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) of this clause).

Value engineering change proposal (VECP) means a proposal that-

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change-

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in paragraphs (c)(1) through (7) of this clause. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) of this clause.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for

VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing-

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by-

(i) 45 percent for fixed-price contracts; or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to-

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or $100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any

subcontract of $90,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) of this clause, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering-Construction clause of contract ____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2	Clauses Incorporated by Reference.	1998-02

Clauses Incorporated By Reference (Feb 1998)

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

https://www.acquisition.gov/far-overhaul/far-part-deviation-guide

(End of clause)

52.252-4 Alterations in Contract. 1984-04

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

In clause 52.228-15, no (JPY 0) payment bond is required.

(End of clause)

52.252-6 Authorized Deviations in Clauses. 2020-11

Authorized Deviations in Clauses (Nov 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFARS Clauses Incorporated by Full Text

Number	Title	Effective Date	Alternate Deviation	Variation Effective Date
252.223-7001	Hazard Warning Labels.	1991-12		

HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
____	____
____	____
____	____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7045	Balance of Payments Program--Construction Material Under Trade Agreements. (Tailored)	2024-02

BALANCE OF PAYMENTS PROGRAM-CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS-BASIC (FEB 2024)

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

"Caribbean Basin country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply (including construction material) that is-

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" in section 2.101 of the Federal Acquisition Regulation (FAR));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. 40102), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also

includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Critical component" means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

"Critical item" means domestic construction material or a domestic end product that is deemed critical to the U.S. supply chain. The list of critical items is at FAR 25.105.

"Designated country" means-

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as "the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu" (Chinese Taipei)), Ukraine, or the United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania,

Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, a Free Trade Agreement country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means-

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States ; or

(ii) A construction material manufactured in the United States , if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029, unless an alternate percentage is established for a contract in accordance with FAR 25.201(c). Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of iron and steel not produced in the United States (excluding fasteners) as estimated in good faith by the contractor, constitutes less than 5 percent of the cost of all the components used in such construction material (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives). The cost of iron and steel not produced in the United States includes but is not limited to the cost of iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings, not produced in the United States, utilized in the manufacture of the construction material and a good faith estimate of the cost of all iron or steel components not produced in the United States, excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains

multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components" in this clause.

"Free Trade Agreement country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different construction material distinct from the material from which it was transformed.

"Least developed country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Predominantly of iron or steel or a combination of both" means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

"Steel" means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

" United States " means the 50 States, the District of Columbia , and outlying areas.

"WTO GPA country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) This clause implements the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements apply to this acquisition. Therefore, the Balance of Payments Program restrictions are waived for designated country construction materials.

(c) The Contractor shall use only domestic or designated country construction material in performing this contract, except for--

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial product; or

(3) The construction material or components listed by the Government as follows:

1) Sand, gravel, or other soil material;2) Stone; 3) Concrete Products (blocks, bricks, etc); 4) Portland cement; 5) Asphalt; 6) Ceiling tiles; 7) Glass; 8) Gypsum Board; 9) Insulation; 10) Structural Steel; 11) Ceramic Tile; 12) Reinforcing steel; 13) Steel plate, galv; 14) Elec rigid conduit; 15) EMT conduit; 16) PVC conduit; 17) Elec wiring; 18) Elec cable; 19) Industrial gases; 20) Woods; 21) Galvanized Steel Sheet; 22) Stainless Steel Sheet, SUS 304; 23) Steel Pipe & fittings; 24) Copper Pipe & fittings; 25) PVC pipe & fittings; 26) Stainless Steel Pipe & fittings; 27) Cast Iron Pipe & fittings; 28) Pipe insulation, fiberglass; 29) Pipe insulation, calcium silicate; 30) Duct insulation, fiberglass; 31) Vinyl Wall Covering; 32) Vinyl Tile; 33) Chainlink Fence; 34) Barbed wire; and 35) Fence posts.

(End of clause)

252.229-7001 Tax Relief. 2020-04

TAX RELIEF-BASIC (APR 2020)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: ____(Offeror insert) RATE (PERCENTAGE): ____(Offeror insert)

(b) Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available. The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired,

the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.236-7001	Contract Drawings and Specifications.	2000-08

CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall-

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

(1) Large-scale drawings shall govern small-scale drawings; and

(2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

- FY24 FSRM Renovate MFH Tower 4511, Camp Courtney, Okinawa, Japan, Specifications
- FY24 FSRM Renovate MFH Tower 4511, Camp Courtney, Okinawa, Japan Drawings

(End of clause)

Section 00 73 00 - Supplementary Conditions

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

1. **REVOLUTIONARY FAR OVERHAUL**

This solicitation incorporates the ongoing Acquisition Reform initiatives under the Revolutionary FAR Overhaul (RFO) and the DFARS Class Deviation (CD) issuances revised as of 19 May 2026. Contractors are advised to carefully review and familiarize themselves with the changes to the FAR and DFARS provisions and clauses and be aware that the final version of the RFO and DFARS CD may differ from the versions dated 19 May 2026 applicable to this contract. Please follow the links below for additional information:

https://www.acquisition.gov/far-overhaul

https://www.acq.osd.mil/dpap/dars/dfars_far_overhaul_class_deviations.html

2. **ADMINISTRATIVE CONTRACTING OFFICER.**

a. In accordance with U.S. Army Corps of Engineers (USACE) Acquisition Instruction (UAI) 5101.603-3-100, an Administrative Contracting Officer (ACO) may be appointed by the Contracting Officer for contracts that are within the ACO warranted authorities. The ACO is authorized to obligate the Government only within the monetary and other limitations delegated in the individual ACO appointment letter. A copy of the ACO appointment letter is provided to the contractor at time of award which will specify the limitations delegated to the ACO to modify the contract.

b. When a contract is assigned for administration under FAR Subpart 42.2, the contract administration office (CAO) will perform contract administration functions in accordance with the contract terms set forth in the written appointment.

3. **WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT).**

a. This paragraph supplements RFO clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

b. USACE has a blanket waiver for Japan waiving Defense Base Act (DBA) Insurance coverage; however, this waiver does not apply to any employee who is hired in the U.S., is a resident of the U.S., or is a citizen of the U.S.

c. Contractors shall procure DBA insurance coverage commercially from a DOL authorized insurance carrier unless the contractor is under a self-insurance program. The DOL table of authorized carriers and self-insured employers is available at http://www.dol.gov/owcp/dlhwc /lscarrier.htm.

4. **PAYMENT BOND NOT REQUIRED.**

Notwithstanding the requirement for the payment bond in RFO clause 52.228-15 performance and payment bonds -- Construction, the payment bond requirement has been waived.

5. **PERFORMANCE BONDS.**

a. ACCEPTABLE SURETIES. Notwithstanding the statement contained in paragraph (d) of the clause, FAR 52.228-15, Performance and Payment Bonds - Construction, concerning the acceptable corporate sureties appearing on the Treasury Department Circular 570, a corporate surety that has received official approval to execute Bid Bonds (Standard Form 24) and Performance Bonds (Standard Form 25) on United States Forces Japan construction projects from the Government of Japan will be considered an acceptable surety. Banks are not acceptable sureties; Bid Bonds and Performance Bonds executed by banks will be rejected.

b. Notwithstanding the statement contained in paragraph (d) of clause FAR 52.228-15, Performance and Payment Bonds - Construction, the performance bond must be supported by good and sufficient corporate surety or sureties acceptable to the Government.

6. **JAPANESE CONSUMPTION TAX.** By virtue of Article XII of the Status of Forces Agreement (SOFA), materials, supplies, equipment and services procured for official purposes in Japan by the United States armed forces, or its authorized procurement agencies are EXEMPT from various Japanese Taxes, including Consumption Tax. The exemption from the Japanese Consumption Tax applies not only to Japanese prime contractors, but also to Japanese subcontractors or suppliers at every level regardless of the nationality of the prime contractor whether a Japanese or a Foreign firm. The instruments listed hereinafter have been agreed to by both governments of Japan and the U.S. as "Proof of Purchase by U.S. Forces in Japan."

Standard Form 1034 Public Voucher for Purchases and Services other than Personal

DD Form 1155 Order for Supplies or Services

Standard Form 44 Purchase Order-Invoice-Voucher

ENG Form 93 Payment Estimate

Therefore, Japanese Consumption Tax shall NOT be included in your bid, proposal or quote.

7. **BANK TRANSACTION FEES**. Bank transaction fees may apply for each payment transaction. Transaction fees will be specific to the bank and will vary in amount. No adjustment will be made in the contract price for such transaction fees.

8. **ORGANIZATIONAL CONFLICTS OF INTEREST (POST-AWARD)**. In order to prevent a potential conflict of interest under RFO subpart 9.5, firms that prepared or assisted in preparing a statement of work, specifications, or plans for this project in any capacity (to include as a prime contractor, partner, subcontractor, or consultant) under any prior contract should not be a contractor under this contract and should not be a part of the contractor's team in any capacity (to include as a prime contractor, partner, subcontractor, or consultant). Failure to comply with this provision may result in termination for default.

9. **PERFORMANCE OF WORK BY THE CONTRACTOR - DEFINED**. For the purpose of Clause entitled, "PERFORMANCE OF WORK BY THE CONTRACTOR", work on the site with the Contractor's own organization means physical activities at the site other than work performed by subcontractors, procurement of materials for installation by subcontractors, or providing equipment to be used solely by subcontractors.

10. **PRIORITY RATING**. This paragraph supplements RFO clause 52.211-15, Defense Priority and Allocation Requirements. Priority rating is DO-2. Information regarding the Defense Priorities and Allocations System Program (DPAS) can be found at https://www.bis.doc.gov/index.php/other-areas/strategic-industries-and-economic-security-sies/defense-priorities-a-allocations-system-program-dpas.

11. **RFO PROVISION 52.229-11 AND RFO CLAUSE 52.229-12.** RFO provision 52.229-11 and RFO clause 52.229-12 are included in this solicitation (W912HV26BA009). This provision and clause concern the imposition of a 2 percent Federal excise tax withholding on any resultant contract award or payment request. This rule applies to Federal Government contracts for goods or services that are awarded to foreign persons - such as foreign contractors. It implements the Department of the Treasury's final regulations published in the Federal Register at 81 FR 55133 on August 18, 2016, under section 5000C of the Internal Revenue Code relating to the 2 percent tax on payments made by the U.S. Government to foreign persons pursuant to certain contracts.

Pursuant to the RFO 52.229-3 Federal, State, and Local Taxes, taxes imposed under 26 U.S.C. 5000 C may not be included in the contract price or reimbursed.

Exemptions from this excise tax must be claimed by an Bidder when it submits, with its offer, a U. S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs. gov/W14. If not submitted with the bid, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each contract payment. Failure to submit an IRS Form W-14 with each payment request will also result in an automatic withholding of 2 percent from the payment request.

When filling out the IRS Form W-14 the following information may be used to complete Part I, Lines 6 and 7.

Line 6 Contract/reference number: [enter contract number]

Line 7 "Name and address of the acquiring agency":

Japan District, U.S. Army Corps of Engineers

Unit 45010, APO, AP, 96343-5010

Any exemption claimed and self-certified is subject to audit by the IRS. Any disputes concerning this tax are adjudicated by the IRS because the Section 5000C tax is a tax matter not a contract issue.

Bidders are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and exclusions exclusion/submission of IRS Form W-14. Additional information is also available at:

Notwithstanding the above, the USACE does not have a means of withholding this excise tax at this time. As a result, contractors are expected to comply with the instructions above and to properly complete and return the W-14 at proposal submission, and with each pay application. Whether the contractor sets the money aside for future payment to the IRS, or makes payment to the IRS, is the contractor's discretion, based on its analysis of the regulations regarding the excise tax. In the event that USACE is able to withhold during contract performance, it will notify the contractor and make such a withholding (including any catch up withholdings); no advance notice is required to the contractor prior to the withholding. Under no circumstances is USACE liable for any tax not paid by the contractor. The contractor is liable for the tax, to the extent required by law, regardless of whether USACE makes a withholding.

RFO 29.204 expressly states that "[a]gencies merely withhold the tax (section 5000C tax) for the Internal Revenue Service (IRS). All substantive issues regarding the underlying section 5000C tax, e.g., the imposition of, and exemption from the tax, are matters under the jurisdiction of the IRS." Therefore, we cannot help you determine how the tax law applies to you. We strongly recommend that you contact the IRS and/or a tax professional should you have any questions of this nature. To be clear, this information does not constitute tax advice or a representation of your tax liability. Furnishing this information does not create liability for the USACE for any Federal, state, or local taxes applicable to the above-referenced contract or any other contract.

12. **Commencement, Prosecution, and Completion of Work (Apr 1984)**

The Contractor shall be required to (a) commence work under this contract within fifteen (15) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 730 days after receiving the notice to proceed. The time stated for completion shall include final cleanup of the premises.

13. **Physical Data** (Apr 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by site and topographic survey.

(b) Weather conditions. Data on temperature and rainfall may be obtained from the National Weather Service.

(c) Transportation facilities. The Contractor shall make its own investigation on the condition and availability of public and private roads as well as clearances, restrictions and load limits of bridges.

(End of section)

*** END OF NARRATIVE ***

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Other Instructions: Inspection and acceptance shall be performed in accordance with the contract terms and conditions. DoDAAC: W912HV CountryCode: USA W2SN ENDIST JAPAN KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA APO, AP 96338-5010 UNITED STATES
0002	Inspection and Acceptance Location Both Other Instructions: Inspection and acceptance shall be performed in accordance with the contract terms and conditions. DoDAAC: W912HV CountryCode: USA W2SN ENDIST JAPAN KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA APO, AP 96338-5010

	UNITED STATES
0003	Inspection and Acceptance Location Both Other Instructions: Inspection and acceptance shall be performed in accordance with the contract terms and conditions. DoDAAC: W912HV CountryCode: USA W2SN ENDIST JAPAN KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA APO, AP 96338-5010 UNITED STATES
0004	Inspection and Acceptance Location Both Other Instructions: Inspection and acceptance shall be performed in accordance with the contract terms and conditions. DoDAAC: W912HV CountryCode: USA W2SN ENDIST JAPAN KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA APO, AP 96338-5010 UNITED STATES
0005	Inspection and Acceptance Location Both Other Instructions: Inspection and acceptance shall be performed in accordance with the contract terms and conditions.

	DoDAAC: W912HV CountryCode: USA W2SN ENDIST JAPAN KO CONTRACTING DIVISION, UNIT 45010 CAMP ZAMA APO, AP 96338-5010 UNITED STATES

Overall Contract Delivery Period

0001	**Delivery Schedule** From date of lead time event to completion of performance 730 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W912HV CountryCode: JPN W2SN ENDIST JAPAN UNIT 45010, 2ND AVE BLDG 250 CAMP ZAMA JAPAN
0002	**Delivery Schedule** From date of lead time event to completion of performance 730 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance

	DoDAAC: W912HV CountryCode: JPN W2SN ENDIST JAPAN UNIT 45010, 2ND AVE BLDG 250 CAMP ZAMA JAPAN
0003	**Delivery Schedule** From date of lead time event to completion of performance 730 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W912HV CountryCode: JPN W2SN ENDIST JAPAN UNIT 45010, 2ND AVE BLDG 250 CAMP ZAMA JAPAN
0004	**Delivery Schedule** From date of lead time event to completion of performance 730 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W912HV CountryCode: JPN W2SN ENDIST JAPAN UNIT 45010, 2ND AVE BLDG 250 CAMP ZAMA JAPAN

0005	**Delivery Schedule** From date of lead time event to completion of performance 730 Calendar Days Date of Notice to Proceed Receipt **Quantity** 1 Job **Address and POC** Place of Performance DoDAAC: W912HV CountryCode: JPN W2SN ENDIST JAPAN UNIT 45010, 2ND AVE BLDG 250 CAMP ZAMA JAPAN

Section 01 00 00 - General Requirements

Requirements

Renovate Air Force Military Family Housing Tower no. 4511 at Camp Courtney, Okinawa, Japan.

0001
Product Service Code : Y1FA

0002
Product Service Code : Y1FA

0003
Product Service Code : Y1FA

0004
Product Service Code : Y1FA

0005
Product Service Code : Y1FA