COMBINED SYNOPSIS/SOLICITATION
Request for Quote (RFQ) # N40084-26-Q-2300

COLLECTION AND DISPOSAL OF SOLID WASTE BAGS AT MARINE CORPS INSTALLATIONS PACIFIC (MCIPAC)

GENERAL INFORMATION

RFQ Issue Date: 11 June 2026

RFQ Response Due Date/Time: Monday, July 13, 2026 at 1000 hours Japan Standard Time (JST)

Point of Contact (POC):

- **Primary:** Ms. Emiri Yamakawa, Contract Specialist
  Email: emiri.yamakawa.ln@us.navy.mil
  Tel: 098-970-1479
- **Secondary:** Ms. Marina Porter, Contracting Officer
  Email: marina.p.porter.civ@us.navy.mil
  Tel: 098-970-4153

This is a combined synopsis/solicitation for commercial products or commercial services prepared in accordance with (IAW) the format in Revolutionary Federal Acquisition Regulation (FAR) Overhaul (RFO) Part 12, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotations are being requested and a written solicitation will not be issued. This solicitation is being issued as a Request for Quotation (RFQ).

This solicitation and incorporated provisions and clauses are those in effect through:

- Federal Acquisition Circular (FAC) 2026-01 (https://www.acquisition.gov/browse/index/far)
- Defense FAR Supplement (DFARS) Publication Notice 20260507 (https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html)
- Navy/Marine Corps Acquisition Regulation Supplement (NMCARS) 26-03 (https://www.secnav.navy.mil/rda/DASN-P/Pages/NMCARS.aspx)

This RFQ is being conducted using Full and Open Competition. There are no socio-economic set-asides and small business size standards are not applicable to this acquisition. The associated Product/Service Code for this requirement is S205 – Housekeeping – Trash/Garbage Collection. The associated North American Industrial Classification System (NAICS) code is 562111 – Solid Waste Collection. These services are being acquired in accordance with RFO Part 12 Acquisition of Commercial Products and Commercial Services.

Work Requirements: The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) by means of a performance-based contract. See **Attachment (1) Performance Work Statement (PWS)** for full details.

Place of Performance: Camp Hansen, Okinawa, Japan.

Period of Performance (POP): The anticipated POP for the resulting contract will be from 28 Sep 2026 through 27 Sep 2027.

Contract Line Item Number (CLIN) Nomenclature: The following services are required for performance under the contract.

CLIN	Description	Quantity	Unit of Measure
0001	Collection and Disposal of Solid Waste Bags at Camp Hansen, Okinawa, Japan The Contractor shall furnish all labor, supervision, management, tools, materials, equipment, facilities, transportation, incidental engineering, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS) at Camp Hansen, Okinawa, Japan by means of a performance-based contract that is comprised of Non-Recurring Work Items.	1	Task

INSTRUCTIONS TO QUOTERS

As used herein, "RFO" means the Revolutionary FAR Overhaul.

RFO provision 52.212-1, Instructions to Quoters – Commercial Products and Commercial Services, applies to this acquisition to include the following addenda:

1. Quoters shall review all information contained in this RFQ and all attachments.

2. SYSTEM FOR AWARD MANAGEMENT REGISTRATION:
All Quoters are required to be registered in SAM at https://www.sam.gov at the time their quotation is submitted and at time of contract award. Quoters with no active SAM registration upon receipt of their quotation shall be considered ineligible for award. A contract cannot be awarded to a contractor unless registered in SAM with ACTIVE status. Remember to review the NAICS codes listed in your record and make sure that you have listed the NAICS Code for this procurement.

3. 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. 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. It implements the Department of the Treasury 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 entities pursuant to certain contracts.

Exemptions from this excise tax must be claimed by a Quoter when it submits, with its quotation, **Attachment (6) U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments**, also available via the internet at www.irs.gov/w14. If not submitted with the quotation, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent on each payment. Failure to submit IRS Form W-14 with a 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, Line 6 and 7:

Line 6 Contract / reference number: N40084-26-Q-2300
Line 7 Name and address of the acquiring agency:
Naval Facilities Engineering Command (NAVFAC) Far East
City or town, state or province (Include postal code where appropriate):
Bldg#331, 2nd Floor, Camp Foster, Chatan Cho, Okinawa, Japan 904-0100

Country (do not abbreviate): Japan

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.

Quoters are encouraged to seek guidance from their own tax professionals for advice concerning the provision, clause, and the execution/submission of IRS Form W-14. Additional information is also available at: https://pacific.navfac.navy.mil/Facilities-Engineering-Commands/NAVFAC-Far-East/About-Us/Contractors-Information/

4. SITE VISIT:
Date & Time: 25 June 2026 at 9:00 (JST)
Meeting Location: Gate 1 (Main Gate) at Camp Hansen
All potential Quoters who wish to attend the site visit shall submit Attachment (5) site visit request no later than 18 June 2026, 10:00 via email to emiri.yamakawa.ln@us.navy.mil.

5. INQUIRIES REGARDING THE SOLICITATION:
All inquiries concerning this solicitation shall be made in writing using **Attachment (4) Inquiry Form** and submitted to the POCs via email no later than 30 Jun 2026, 10:00 JST. Questions submitted after this date may risk not receiving a response. Correspondence shall be in English ONLY IAW DFARS 252.225-7041 Correspondence in English. Responses to inquiries will be provided in the form of an Amendment and posted to the website https://www.sam.gov.

6. AMENDMENTS AND NOTICES TO THE SOLICITATION:
Amendments and notices will be posted to the website https://www.sam.gov. It is the Quoter's responsibility to check the website periodically for any amendments to the solicitation. Please note that notices do not change the solicitation. Changes to the solicitation can only be made officially by the issuance of amendments. The Quoter must acknowledge any and all amendments issued under this solicitation by submitting acknowledgement statements with the Quoter's quotation.

7. RESPONSIBILITY DETERMINATION
RFO 9.104 requires prospective contractors to demonstrate, among other things, that they have adequate financial resources to perform the contract or ability to obtain them, capability to comply with the required performance schedule, a satisfactory performance record, and be otherwise eligible to receive an award under applicable laws and regulations. This is notice that the Contracting Officer may request Quoters to submit the following information for review and determination prior to award:

(a) Proof of the Quoter's ability to legitimately conduct business in Japan. This requirement may be satisfied by a Quoter (or one of a firm's Joint Venture partners) having the Japanese registration entitled "Kaisha Tokibo Tohhon". A Quoter must provide the registration number, associated dates, and the issuing organization in order to be eligible for award.

(b) Proof of the Quoter's ability to obtain the required permits and licenses in accordance with the PWS.

(c) Company financial statement (balance sheets and income statements) for the past three years.

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

8. SOLICITATION SUBMITTAL REQUIREMENTS:

Quoters are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. Failure to comply with the terms and conditions of the solicitation may result in a Quoter being ineligible for award. Quotations must be complete, self-sufficient, and respond directly to the requirements of this solicitation.

QUOTATION CURRENCY: Quotations shall be priced only in Japanese Yen. Quotations not priced in Japanese Yen shall be deemed nonresponsive and will not be eligible for award.

PERIOD OF ACCEPTANCE OF QUOTATIONS: The Quoter agrees to hold the prices in its quotation firm for 90 days from the RFQ due date.

Quoters shall submit the following documents in response to this RFQ:

a. Vendor Information – submit a letter with the following information:
   - Company Name
   - Address
   - Vendor Point of Contact Name/Title
   - Phone Number
   - Email address
   - Unique Entity ID Number
   - CAGE/NCAGE Code
   - Payment Discount Terms (optional)
   - Tax ID number
   - Quote Date

b. Price Quotation – completed Attachment (3) J-0200000-09 ELIN Schedule of Prices;

c. Copies of all RFQ Amendments properly acknowledged;

d. Completed Attachment (6) IRS Form W-14 (if applicable);

e. A copy of a Joint Venture (JV) Agreement, Partnership Agreement and /or Teaming Agreement (if applicable).

f. A copy of business registration as well as all applicable permits and licenses in accordance with the PWS that the Quoter currently possesses to perform the required work in Japan/Okinawa prefecture. “Permits and Licenses" should include all city, municipal, and prefectural permits and authorizations. The Government’s review of the Quoter’s permits and licenses will be considered as part of the responsibility determination in order to ensure the Quoter is duly authorized to operate and conduct business in Japan as well as the local prefecture/municipality/city.

   Evidence of Financial Capability: Offerors shall submit their company’s latest 3-year complete fiscal year financial statements (Kessan Hohkoku Sho) for the prime contractor, certified by an independent accounting firm, if practicable or at least by an authorized officer of the organization. In addition to the above, submit evidence of availability of working/operating capital, which will be used for the performance of the resultant contract. For Joint Venture arrangements, discuss the financial responsibilities among the companies and if the Joint Venture has been in existence for less than three years, also provide the latest three years complete fiscal year financial statements for each Joint Venture partner.

Quoters shall submit quotations electronically (via email or through the Department of Defense (DOD) Procurement Integrated Enterprise Environment (PIEE) – Solicitation Module) in an Adobe Portable Document Format (PDF) and Microsoft Excel format (for ELINs). Quoters should mark all electronic files with the solicitation number and should keep the file name as short as possible (i.e., under 40 characters). Files with longer names may become corrupt or inaccessible. Files that cannot be opened, or are otherwise missing the required content are the responsibility of Quoters.

It is a Quoter's responsibility, when transmitting its quotation electronically, to ensure the quotation's timely delivery by transmitting the quotation sufficiently in advance of the time set for receipt of quotations to allow for timely receipt by the Government no later than the date and time stated in the solicitation. Quoters shall allow adequate time to upload files, which may be slower for non-DoD users, and to avoid other technical difficulties that may be encountered. A Quoter risks the late receipt and rejection of a quotation where it delays transmitting its quotation until the last few minutes before the time set for receipt of quotations. It is the responsibility of the Quoter to confirm receipt of quotations. Quotations that are received after the stated date and time in the solicitation shall be treated as late submissions and will be processed in accordance with RFO provision 52.212-1.

Quotation Submission via Email:
Submit quotations to the POCs listed in this RFQ. The subject of the email shall include: "N4008426Q2300 SOLID WASTE BAGS AT MCIPAC". Emails must be less than 10MB in order to be received. Emails larger than 10MB may risk not getting received and therefore should be submitted via DoD PIEE Solicitation Module.

Quotation Submission using the PIEE Solicitation Module:

In order to submit a quotation through the Solicitation Module in PIEE, you must be registered and have an active "Quotation Manager" role in PIEE at https://piee.eb.mil/.
To upload the quotation in Solicitation module in PIEE:

1. Ensure you have an active role as with the Quotation Manager in PIEE.
2. Log into PIEE at https://piee.eb.mil/ to access the Solicitation Module or go directly to the Solicitation Module at the following link: https://piee.eb.mil/sol/xhtml/unauth/index.xhtml.
3. Select Solicitation icon.
4. At the Home screen of the Solicitation Module, select the Search link to find the solicitation you intend to post an offer/quotation against.
5. In the Solicitation Search Criteria filter by entering the complete solicitation number and for Status, select Open, then click Search.
6. When search results display, select the solicitation number link to open the solicitation.
7. The solicitation displays, with information as view only.
8. To post the offer, click the Offer tab.
9. Click the Add button to add an offer/quotation to the solicitation.
10. Select the applicable CAGE Code for which you are submitting the offer/quotation. The list is pre-filtered based on the CAGE code(s) in the Quotation Manager's profile.
11. Click on the Choose Files link to upload attachments that comprise your offer/quotation.
12. Enter Signature Date and click Signature button after entering all necessary information.
13. Sign Document pop-up will be displayed requiring the user to enter a Digital Pin and OTP. Click the Sign and Submit button to continue.
14. After successfully adding the Offer/quotation a success message of the submission will be displayed providing confirmation of on-time/late quotation receipt.

For additional information on PIEE Vendor Access Instructions or PIEE Solicitation Module Frequently Asked Questions visit: https://dodprocurementtoolbox.com/site-pages/solicitation-module

For additional instructions on how to post an offer, please refer to the Posting Offer demo: https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf

All correspondence shall be submitted in English. Any quotation that is delivered by means other than the above will be unacceptable and will not be considered for award.

9. AUTHORIZATION TO OPERATE AND CONDUCT BUSINESS IN JAPAN:

The clause DFARS 252.225-7042 applies to this acquisition. Any contract resulting from this solicitation will be awarded and performed in its entirety in the country of Japan. Offerors must be duly authorized to operate and conduct business in Japan and must fully comply with all laws, decrees, labor standards, and regulations of Japan during the performance of the contract. Offerors will be required to provide verification on required permit(s)/license(s) within 90 days of award of any contract to the contracting officer if such information is not already on file with or available to the contracting officer.

10.BONDING REQUIREMENTS:
Performance bonds and offer guarantees are NOT APPLICABLE to this solicitation.

11.CONTRACTOR TEAM ARRANGEMENTS:
Quoters who are Joint Ventures or intending to partner/subcontract shall submit the following additional documentation regarding their business entities with the quotation:

g. A copy of the Partnership/Subcontract or JV agreement; and,

h. A detailed statement outlining the following in terms of percentages where appropriate:

1) The relationship of the team/partners/parties in terms of business ownership, capital contribution, profit distribution or loss sharing;

2) The management approach, structure and decision-making responsibilities of the partners/parties in terms of who will conduct, direct supervise, and control the manner and method of performance of work; and

3) Identify (by name and title) the personnel having the authority to legally bind the JV/Partnership and the various partners/parties (including authority to execute the contract documents and bonds).

i. A list of partners/parties, to include company name, Unique Entity ID and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number.

NOTE: The JV must be actively registered in the System for Award Management (SAM) database as the JV entity itself.

12.INCURRED EXPENSES
By submitting a quotation, the Quoter understands that the Government is not responsible for any costs incurred associated with the preparation and submission of a quotation in response to this solicitation.

13.NOTICE

12 Dec 89
Updated 26 Oct 09

NOTICE

UNITED STATES LAWS AND REGULATIONS PROHIBIT YOU FROM PARTICIPATING IN ANY OF THE FOLLOWING CONCERNING THIS SOLICITATION:

BID RIGGING
PRICE FIXING
COLLUSIVE BIDDING
BID ROTATION
OFFERING GRATUITIES
OFFERING OR RECEIVING KICK-BACKS

THE PRICES IN YOUR OFFER MUST BE ARRIVED AT INDEPENDENTLY WITHOUT ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR.

YOUR OFFER CANNOT BE DISCLOSED BY YOU DIRECTLY OR INDIRECTLY TO ANY OTHER OFFEROR OR COMPETITTOR BEFORE BID OPENING.

IT IS ALSO UNLAWFUL FOR YOU TO INDUCE ANY OTHER COMPANY TO, OR ALLOW ANOTHER COMPANY TO INDUCE YOU TO, SUBMIT OR NOT SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

ALL OF THE ABOVE ACTS ARE ACTS OF DISHONESTY UNDER UNITED STATES LAWS AND REGULATIONS AND ARE FORBBIDDEN.

PENALTIES COULD INCLUDE DEBARMENT OR SUSPENSION FROM DOING BUSINESS WITH ANY UNITED STATES GOVERNMENT AGENCIES, CANCELLATION OF CONTRACTS AND RECUPMENT OF PRIOR MONIES PAID.

IF YOU ARE SOLICITED BY ANY OTHER BUSINESS TO DEAL WITH ANY OF THE ABOVE ILLEGAL ACTS, PLEASE NOTIFY NAVFAC FAR EAST AT TELEPHONE NUMBER 046-816-4092.

注意

この入札に関連して次のいずれかに関与したら、合衆国の法律、規則等により違法になります。不正手段による入札
値段の不正取り決め共謀入札

入札の回し取り謝礼をすることリベートの授受
入札の値段はほかの入札者や競争相手との協議、意思伝達または同意によってではなく独自に見積もった値段でなければならない。貴方の入札は開札前に他の入札者や競争相手に直接または間接的に見せてはいけない。
尚、貴方が他の会社に、あるいは他の会社が貴方に競争相手を制限する目的入札をする様にまたは入札しない様に説き勧めることは、これまた違法である。全ての上記の行為は、合衆国の法律、規則等のもとでは不正な行為であり、禁じられている。処罰は、合衆国政府機関の関連事業からの除外又は停止、契約の取り消し、そして支払い金の償還も含まれる。もし貴方が他の会社から上記のいずれかの違法行為に関わりあうことになる様な申し込みをされたら、NAVFAC FAR EAST 電話 046-816-4092 まで御通報ください。

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	JAN 2017
52.204-7	System for Award Management (DEVIATION-RFO)	FEB 2026
52.233-2	Service of Protest (DEVIATION-RFO)t	FEB 2026
52.240-90	Security Prohibitions and Exclusions Representations and Certifications (DEVIATION-RFO)	FEB 2026
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense	MAY 2021

	Telecommunications Equipment or Services--Representation	
252.204-7024	Notice on the Use of the Supplier Performance Risk System	MAR 2023
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Representation	JUN 2023

SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price (FFP), Single Award contract resulting from this solicitation.

(End of provision)

52.252-1 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):

Federal Acquisition Regulation (FAR):
https://www.acquisition.gov/browse/index/far

Defense Federal Acquisition Regulation Supplement (DFARS):
https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DFARS Deviations:
https://www.acq.osd.mil/dpap/dars/class_deviations.html

Revolutionary FAR Overhaul (RFO)
https://www.acquisition.gov/far-overhaul

(End of provision)

252.204-7025 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: **CMMC Level 1 (Self)**. 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)

EVALUATION OF QUOTATIONS

RFO Provision 52.212-2, Evaluation-Commercial Products and Commercial Services, applies to this acquisition to include the following addenda:

This acquisition is being conducted according to RFO Part 12. The terms and processes used in this acquisition are not subject to the definitions nor processes found in RFO 15.104 and Subpart 15.2, even if defined or described in RFO Part 15. Reference to offers, offerors, or proposals in this acquisition shall be read as quotations, vendors, quoters, or quotes. Any clerical errors in this solicitation, to include the attachments, that use the source selection nomenclature in RFO Part 15 shall be read and interpreted in a manner consistent with RFO Part 12. Examples of nomenclature found in RFO Part 15 include: Request for Proposals (RFP), Debriefing, Discussions, Clarifications, etc. Unless otherwise defined in this solicitation, or in the specific FAR Part being referenced, definitions of words retain their definition under RFO Subpart 2.1, unless no definition is provided, in which the common dictionary meaning shall be used IAW RFO 1.107.

Simplified Acquisition Procedures will be used IAW RFO Part 12 in soliciting, evaluating and awarding this

requirement. The Government intends to award a Firm-Fixed-Price (FFP) contract resulting from this solicitation to the responsible offeror whose quote provides the best value to the Government, IAW RFO Subpart 12.2 and RFO 2.101. The use of RFO Subpart 15.2 and DoD Source Selection Procedures are not applicable to this acquisition, or any award resulting from this solicitation.

Offerors are advised that their quotation may exceed the requirements but the Government is not requesting or accepting alternate quotes, and each response must respond to the solicitation requirement stated in the RFQ. The Government intends to evaluate quotes and issue a contract based on the initial quotes received. Therefore, the Offeror's initial quote should contain their best terms from a pricing standpoint. The Government reserves the right to conduct a comparative evaluation of quotes and to request revised quotes from, or negotiate final terms with, one or more, but not all, Offerors if later determined by the Contracting Officer to be necessary. However, the Contracting Officer will not establish a competitive range, conduct discussion, or otherwise use the procedures described at RFO 15.204-1 and 15.204-2.

1. BASIS FOR CONTRACT AWARD:
Award will be made to the lowest priced quote that fulfills all the Government specifications described in this solicitation, outlined in the PWS and any other attachments. The Government intends to award a Contract without discussions with respective quoters. Quotes that fail to meet the Government's schedule and all described specifications will be deemed unacceptable and disqualified from competition. Award will be made without discussions unless discussions are deemed to be necessary. Since award will be based on initial responses, quotes are highly encouraged to quote the most advantageous pricing in the initial response.

END OF ADDENDA TO RFO 52.212-2

REPRESENTATIONS AND CERTIFICATIONS

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEVIATION-RFO) (FEB 2026)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) 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 rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION-RFO) (FEB 2026)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.204-7998 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:

(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:

_X__(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
____(ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
_X__(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.
_X__ (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)

CONTRACT TERMS AND CONDITIONS

RFO Clause 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services, applies to this acquisition to include the following addenda:

1. ADDITIONAL TERMS AND CONDITIONS CONSISTENT WITH COMMERCIAL PRACTICES THAT APPLY TO U.S. GOVERNMENT CONTRACTS IN JAPAN

CONCILIATION
a. Any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the U.S.-Japan Joint Committee for Conciliation in accordance with paragraph 10, Article XVIII, of the Status of Forces Agreement under Article VI, of the Treaty of Mutual Cooperation and Security between Japan and the United States of America.

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

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

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

CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODS AND SERVICES BY THE UNITED STATES ARMED FORCES IN JAPAN

[JAPANESE LAW NO. 108, 1988]

(a) The Consumption Tax Law (Law No. 108, 1988) was enacted in the Diet of Japan on 24 December 1988, and applied from April 1, 1989. The Government of Japan (GOJ) and the United States Government (USG), in accordance with paragraph 3, Article XII, of the "The Agreement Under Article VI of the Treaty of Mutual Cooperation And Security Between Japan And The United States of America Regarding Facilities And Areas And The Status of United States Armed Forces In Japan" (SOFA), have agreed upon procedures for exempting the United States from the Japanese Consumption Tax on goods and services purchased in Japan for official purposes of the U. S. Armed Forces by the U. S. Armed Forces or its authorized procurement agencies.

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

(c) The exemption from the Japanese Consumption Tax applies not only to prime contractors, but also subcontractors or suppliers at every level regardless of the nationality of the prime contractor whether a Japanese or foreign firm.

(d) By the submission of their offer, the offeror certifies that the Japanese Consumption Tax is not included in the bid/proposal/quote price, nor will it be a part of any subsequent modification to the contract. Procedures for Contractors to obtain a consumption tax credit are described in USFJ Instruction 51-5 that may be obtained from the Procuring Contracting Office.

WAIVER OF DEFENSE BASE ACT
The Defense Base Act is currently waived in Japan by the U.S. Department of Labor through March 25, 2031 unless modified, terminated, suspended, or revoked earlier than that date excepting where personnel are U.S. citizens, U.S. permanent residents, or hired in the U.S. As such, the 52.228-3, Workers' Compensation Insurance (Defense Base Act) does not apply to this requirement while the current waiver is in effect, extended, or a new waiver is issued except where personnel are U.S. citizens, U.S. permanent residents, or hired in the U.S.

PAPERLESS CONTRACTING
a. The U.S. Navy (hereafter referred to as the Government) intends to administer any contract awarded under this solicitation using paperless contracting methods to the greatest extent practicable. Paperless contracting involves the use of an electronic medium such as the internet, computer diskettes, CD-ROM, or electronic mail (e-mail) in place of paper documents to award, solicit, or administer a contract.

b. In order to facilitate the use of paperless contracting methods, the Contractor shall possess the capability to communicate and exchange authenticated documents with the Government electronically during the contract performance period. Such capability shall include the ability to receive, acknowledge, reply to, and send documents via electronic mail. Additionally, such capability shall not require or be contingent upon any modification or upgrade to existing Government software. The Contractor also agrees to maintain such capability notwithstanding any changes or modifications to existing Government software during the contract performance period so long as the Government provides reasonable notice and any equipment and/or software required to maintain such capability is commercially available.

c. The Contractor shall utilize the paperless contracting capability described above as directed by the contracting officer during the contract performance period. Documents which may be required to be exchanged electronically

include, but are not limited to, task orders, modifications, requests for cost proposals, and other routine correspondence. Exceptions to the contracting officer's direction may be granted in unusual circumstances with the prior approval of the contracting officer.

d. Both the Contractor and the Government agree to share all such technical information as is necessary to facilitate efficient and reliable electronic communications during the period of contract performance. Such information may include such data as e-mail addresses, available software, and mutually agreed procedures, but shall not include any information the disclosure of which would violate any applicable licenses, statutes, regulations, or other agreements. In case of any technical difficulties precluding the use of electronic communications, both the Government and the Contractor agree to work in good faith to resolve any such difficulties.

e. For informational purposes, the Government anticipates that its contracting personnel will utilize the following computer software programs during the administration of this contract: Microsoft Office (Excel and Word), Adobe Acrobat, and AutoCAD.

AUTHORITY
In accordance with RFO 1.402, only Contracting officers have authority to enter into, administer, or terminate contracts and make related determinations and findings.

U.S.-JAPAN STATUS OF FORCES AGREEMENT
Furthermore, the U.S. Government will not offer "United States Official Contractor" status under Article XIV of the U.S.-Japan Status of Forces Agreement (SOFA) to any offeror awarded a contract under this solicitation; and, the U.S. Government will not consider designating eligible employee(s) as "Members of the Civilian Component" under Article I(b) of the SOFA."

2. CONTRACTOR PERFORMANCE ASSESSMENT / EVALUATION MEETING

a. As directed by the Contracting Officer, the Contractor may be required to meet the Government's Contracting Officer's Representative, Performance Assessment Representative, and other contract management Representatives weekly for the entire contract performance period of the contract to discuss contract matters. Meetings will be as often as necessary at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. If written minutes of a meeting are prepared by the Government, the minutes shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the Contracting Officer any area of disagreement within five calendar days.

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

c. The Contractor's performance will be evaluated using the respective Contractor performance evaluation report entry system located on the website https://www.cpars.gov. Prior to commencement of work, the Contractor is required to provide the Government with the name, phone number and e-mail address of the "Contractor's Representative" that will be responsible for receipt and review of draft performance evaluations prepared by the Government. It is the Contractor's responsibility to keep this contract information current.

3. INSPECTION/ACCEPTANCE

The performance and quality of work delivered by the contractor, including services rendered and any documentation will be evaluated in accordance with RFO 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services, paragraph (a) Inspection/Acceptance and contract specific performance standards. The contractor shall establish and maintain an inspection system as described in PWS Section 0200000,

Paragraph 2.5.8.2, Quality Inspection and Surveillance. The assigned Performance Assessment Representative and Contracting Officer's Representative will be monitoring the contractor's performance.

4. INVOICING INSTRUCTIONS AND PAYMENT PROCESSING

a. Invoicing. Contractor's invoice for services performed shall be submitted to the Contracting Officer or his/her representative on NAVFAC 7300/30. Invoices shall be submitted via the system WAWF (Wide Area Workflow) available in the PIEE (Procurement Integrated Enterprise Environment) website in accordance with the instructions in the DFARS clause 252.232-7006 Wide Area Workflow Payment Instructions (JAN 2023).

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

c. DFARS PGI 204.7108 Payment Instructions applies to this contract. The following is incorporated into this contract: https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/PGI204_71.htm#payment_instructions

END OF ADDENDA TO RFO 52.212-4

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government--Alternate I	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management – Maintenance (DEVIATION-RFO)	FEB 2026
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-91	Contractor Identification (DEVIATION-RFO)	FEB 2026
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEVIATION-RFO)	FEB 2026
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (DEVIATION-RFO)	FEB 2026
52.222-19	Child Labor-Cooperation with Authorities and Remedies (DEVIATION-RFO)	FEB 2026
52.222-50	Combating Trafficking in Persons (DEVIATION-RFO)	FEB 2026
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-14	Rights in Data—General	MAY 2014
52.228-3	Workers' Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance – Work On A Government Installation	JAN 1997
52.229-6	Taxes—Foreign Fixed-Price Contracts (DEVIATION-RFO)	FEB 2026
52.229-12	Tax on Certain Foreign Procurements (DEVIATION-RFO)	FEB 2026
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.232-34	Payment by Electronic Funds Transfer—Other than System for Award Management	JUL 2013
52.232-36	Payment by Third Party (DEVIATION-RFO)	FEB 2026
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes (DEVIATION-RFO)	FEB 2026

52.233-3	Protest after Award (DEVIATION-RFO)	FEB 2026
52.233-4	Applicable Law for Breach of Contract Claim (DEVIATION-RFO)	FEB 2026
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.240-91	Security Prohibitions and Exclusions (DEVIATION-RFO)	FEB 2026
52.240-93	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION-RFO)	FEB 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services (DEVIATION-RFO)	FEB 2026
52.252-6	Authorized Deviations In Clauses	NOV 2020
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DEC 2022
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors	JAN 2023
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013, Rev 1)	MAY 2024
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023
252.204-7022	Expediting Contract Closeout	MAY 2021
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023
252.225-7012	Preference for Certain Domestic Commodities	APR 2022
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region	JUN 2023
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	AUG 2018
252.229-7001	Tax Relief—Basic	APR 2020
252.229-7014	Full Exemption from Two-Percent Excise Tax On Certain Foreign Procurements	OCT 2022
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JAN 2023
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7999	Subcontracts for Commercial Products or Commercial Services(DEVIATION 2026-O0015)	JAN 2025
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations	OCT 2010
252.247-7023	Transportation of Supplies by Sea--Basic	OCT 2024

CLAUSES INCORPORATED BY FULL TEXT

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given

in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR):
https://www.acquisition.gov/browse/index/far

Defense Federal Acquisition Regulation Supplement (DFARS):
https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html

DFARS Deviations:
https://www.acq.osd.mil/dpap/dars/class_deviations.html

Revolutionary FAR Overhaul (RFO)
https://www.acquisition.gov/far-overhaul

(End of clause)

252.204-7021 CONTRACTOR COMPLIANCE WITH THE CYBERSECURITY MATURITY MODEL CERTIFICATION LEVEL REQUIREMENTS (NOV 2025)

(a) Definitions. As used in this clause—

"Controlled unclassified information" means information the Government creates or possesses, or information an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls (32 CFR 2002.4(h)).

"Current" means—

(1) With regard to Conditional Cybersecurity Maturity Model Certification (CMMC) Status—

(i) Not older than 180 days for Conditional Level 2 (Self) assessments and Conditional Level 2 (certified third-party assessment organization (C3PAO)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance by an affirming official (see 32 CFR 170.4); and

(ii) Not older than 180 days for Conditional Level 3 (Defense Industrial Base Cybersecurity Assessment Center (DIBCAC)) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Conditional CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance by an affirming official;

(2) With regard to Final CMMC Status—

(i) Not older than 1 year for Final Level 1 (Self), with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.15); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official;

(ii) Not older than 3 years for Final Level 2 (Self) assessments and Final Level 2 (C3PAO) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.16 and 170.17); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(iii) Not older than 3 years for Final Level 3 (DIBCAC) assessments, with—

(A) No changes in compliance with the requirements at 32 CFR part 170 since the Final CMMC Status date (see 32 CFR 170.18); and

(B) A corresponding affirmation of continuous compliance, not older than 1 year, by an affirming official; and

(3) With regard to affirmation of continuous compliance (32 CFR 170.22), not older than 1 year with no changes in compliance with the requirements at 32 CFR part 170.

"Cybersecurity Maturity Model Certification (CMMC) status" means the result of meeting or exceeding the minimum required score for the corresponding assessment. The potential statuses are as follows:

(1) Final Level 1 (Self).

(2) Conditional Level 2 (Self).

(3) Final Level 2 (Self).

(4) Conditional Level 2 (C3PAO).

(5) Final Level 2 (C3PAO).

(6) Conditional Level 3 (DIBCAC).

(7) Final Level 3 (DIBCAC).

"Cybersecurity Maturity Model Certification unique identifier (CMMC UID)" means 10 alpha-numeric characters assigned to each CMMC assessment and reflected in the Supplier Performance Risk System (SPRS) for each contractor information system.

"Federal contract information (FCI)" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government. It does not include information provided by the Government to the public, such as on public websites, or simple transactional information, such as information necessary to process payments.

"Plan of action and milestones" means a document that identifies tasks to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones, as defined in National Institute of Standards and Technology Special Publication 800-

115 (32 CFR 170.21).

(b) Framework. The Cybersecurity Maturity Model Certification (CMMC) is a framework for assessing a contractor's compliance with applicable information security protections (see 32 CFR part 170).

(c) Duplication. The CMMC assessments will not duplicate efforts from any other comparable DoD assessment, except for rare circumstances when a reassessment may be necessary, for example, when there are indications of issues with cybersecurity and/or compliance with CMMC requirements.

(d) Requirements. The Contractor shall—

(1)(i) Have and maintain for the duration of the contract a current CMMC status at the following CMMC level, or higher: **CMMC Level 1 (Self)** for all information systems used in performance of the contract, task order, or delivery order that process, store, or transmit FCI or CUI; and

(ii) Consult 32 CFR 170.23 related to the flowdown of the CMMC requirements, and flow down the correct CMMC level to subcontracts and other contractual instruments;

(2) Only process, store, or transmit FCI or CUI on contractor information systems that have a CMMC status at the CMMC level requiredin paragraph (d)(1) of this clause, or higher;

(3) Complete on an annual basis, and maintain as current,an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required in paragraph (d)(1) of this clause in the Supplier Performance Risk System (SPRS) (https://piee.eb.mil) for each CMMC UID applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract;

(4) Ensure all subcontractors and suppliers complete prior to subcontract award, and maintain on an annual basis,an affirmation, by the affirming official (see 32 CFR 170.4), of continuous compliance with the requirements associated with the CMMC level required for the subcontract or other contractual instrument for each of the subcontractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the subcontract; and

(5) If the Contractor has a CMMC Status of Conditional, successfully close out a valid plan of action and milestones (32 CFR 170.21) to achieve a CMMC Status of Final.

(e) Reporting. The Contractor shall—

(1) Submit to the Contracting Officer—

(i) The CMMC UID(s) issued by SPRS for contractor information systems that will process, store, or transmit FCI or CUI during performance of the contract; and

(ii) Any changes in the CMMC UIDs generated in SPRS throughout the life of the contract, task order, or delivery order, if applicable;

(2)Enter into SPRS the results of a current self-assessment for each CMMC UID, not covered by a C3PAO assessment or DIBCAC assessment, applicable to each of the contractor information systems that process, store, or transmit FCI or CUI and that are used in performance of the contract; and

(3) Complete in SPRS on an annual basis and maintain as current an affirmation of continuous compliance by the affirming official (see 32 CFR 170.4) for each self-assessment, C3PAO assessment, or DIBCAC assessment

required under the contract in SPRS.

(f) Subcontracts. The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (f) and excluding paragraph (e)(1), in subcontracts and other contractual instruments, including those for the acquisition of commercial products and commercial services, excluding commercially available off-the-shelf items , if the subcontract or other contractual instrument will contain a requirement to process, store, or transmit FCI or CUI; and

(2) Prior to awarding a subcontract or other contractual instrument, ensure that the subcontractor has a current CMMC certificate or current CMMC status at the CMMC level that is appropriate for the information that is being flowed down to the subcontractor based on the requirements at 32 CFR 170.23.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

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

(b) *Electronic invoicing*. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003 , Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access*. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.sam.gov; and

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

(d) *WAWF training*. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) *WAWF methods of document submission*. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions*. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

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

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

(ii) For fixed price line items—

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

<TO BE IDENTIFIED AT TIME OF AWARD>

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

<TO BE IDENTIFIED AT TIME OF AWARD>

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

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

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

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

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

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Issue By DoDAAC	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Admin DoDAAC**	**<TO BE IDENTIFIED AT TIME OF AWARD>**

Inspect By DoDAAC	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Ship To Code	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Ship From Code	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Mark For Code	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Service Approver (DoDAAC)	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Service Acceptor (DoDAAC)	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Accept at Other DoDAAC	**<TO BE IDENTIFIED AT TIME OF AWARD>**
LPO DoDAAC	**<TO BE IDENTIFIED AT TIME OF AWARD>**
DCAA Auditor DoDAAC	**<TO BE IDENTIFIED AT TIME OF AWARD>**
Other DoDAAC(s)	**<TO BE IDENTIFIED AT TIME OF AWARD>**

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

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

(g) *WAWF point of contact.*

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

<TO BE IDENTIFIED AT TIME OF AWARD>

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

(End of clause)

ATTACHMENTS

Attachment 1 – Performance Work Statement
Attachment 2 – Certs of Test Result
Attachment 3 – J-0200000-09 ELIN Schedule of Prices
Attachment 4 – Inquiry Form
Attachment 5 – Site Visit Request Form
Attachment 6 – IRS Form W-14