Heavy Equipment Rental
FA527026QA029

TERMS AND CONDITIONS

1. Description of Agreement: The Contractor shall furnish, under this Blanket Purchase Agreement (BPA), Heavy Equipment Rental in accordance with the Price list and Performance-based Work Statement (PWS) dated 15 Jun 2026, during the period of performance: 1 Oct 2026 - 30 Sep 2031.

a. Either party may modify or cancel this BPA, in its entirety upon thirty (30) days written notice to the other party. The Government may cancel this BPA at any time if the parties fail to agree upon deletion, amendment or addition to this BPA when statute, Executive Order, the Revolutionary Federal Acquisition Regulation Overhaul (RFO) and/or this Supplement requires. No deletion, modification, addition to, or cancellation of this BPA shall affect any contracts entered into between the parties in which this BPA or portion thereof has been incorporated by reference.

b. This BPA will be reviewed, as a minimum, annually before the anniversary of its effective date. An agreement modifying this BPA, issuance of a superseding BPA, or memorandum from the CO shall be evidence of this revision.

2. Extent of Obligation: The United States Government is obligated under this BPA only to the extent of authorized calls actually placed by authorized personnel, identified by the Contracting Officer, against authorized line items.

3. Total Threshold and Purchase Limitation: Total dollar threshold for the period of 1 Oct 2026 through 30 Sep 2031 of this BPA is $320,000. Individual call by the authorized caller under this BPA shall not exceed $25,000.00 or JPY equivalent unless specifically approved by the Contracting Officer. Individual call exceeds $ 25,000.00 will be placed by an issuance of Call Order from the Contracting Office.

4. Individuals Authorized to place Calls Under the BPA: A list will be provided of individuals authorized to place calls under this Pre-Priced BPA, identified by name, title or position and the individual dollar limitation. Only those individuals identified in the letter are authorized to place calls under the BPA. Calls received by the Contractor from personnel not listed will not be honored nor will any resultant deliveries be accepted. The contractor is responsible for proper verification of authorized personnel placing calls against this BPA.

5. Delivery Tickets/Sales Slip: All deliveries and/or shipments under this BPA shall be accompanied by delivery tickets or sales slips, which shall contain the minimum information listed below:

a. Name and Address of Contractor

b. Blanket Purchase Agreement Number

c. Date of Call

d. Call Number

e. Date of Delivery/Performance

f. Itemized List of Supplies and Services Furnished

g. Quantity, Unit Price, Extended Amount of Each Item

6. Invoices: A summary invoice shall be submitted at least monthly or upon expiration of this BPA, whichever upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received, identifying the delivery tickets covered therein, stating their total value in Japanese yen or US Dollar, and supported by receipt copies of the delivery tickets.

7. Method of Payment: The contractor shall submit the invoice in the Wide Area Workflow (WAWF) in accordance with R-DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions. An itemized invoice must be attached to WAWF invoice. Contractors shall access and register with the WAWF system by visiting https://wawf.eb.mil. The Contracting Officer Representative (COR) will verify that all services have been performed in a satisfactory manner and accept services with the monthly Blanket Purchase Agreement Call Register (BPACR) to process invoice by the system within five (5) working days for payment. The BPACR will be also uploaded to WAWF by the CO.

The contractor shall accept the Government Purchase Card (GPC) as an authorized method for charges incurred by this BPA. For Individual Call NOT exceeding $25,000, GPC will be the primary method of payment. Applicable clause 52.232-36 Payment by Third Party is included in this agreement.

8. Pricing: Calls will be made for only the items on the approved Price List. Only the Contracting Officer will conduct negotiation or solicitation for prices and additional requirements. All Price Lists will be submitted and approved by the Contracting Officer. The Price List will be furnished as an original and shall reflect the following:

Name of Contractor
Unit Price(s) of the supplies/services offered
Prompt payment discount terms, if any;
Specify effective dates on price list, Example YYMMDD thru YYMMDD
Signature of the Contractor or authorized representative

9. Ordering (call) Instructions:

(i) Individual call less than $25,000
(ii) Individual call over $25,000
(iii) 718 CES will maintain a Blanket Purchase Agreement Call Register (BPACR) to ensure that the designated monetary limit is not exceeded and to provide a report of BPA calls placed during the period specified to the 18 CONS/PKA. The BPACR shall specify appropriate accounting classification data. BPA calls will be placed in numerical sequence and will run consecutively during the period of the BPA. The BPACR will be closed out on the last day of each month. The BPACR should arrive at the contracting office no later than the five (5) working day after each monthly close out. To ensure an accurate system of checks and balances, the certification on the BPACR will be performed by an individual other than the one who placed the calls that is on the authorized call listing.

10. Vehicle Compliance: Contractor shall ensure that all vehicles operated as part of this BPA fully comply with all U.S. forces traffic laws, regulations, and instructions.

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SPECIAL CONTRACT REQUIREMENTS

FA5270.52.233-99-9Z01S Conciliation 2024-10

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

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

b. The request for conciliation will be submitted by the contractor through the nearest Defense Bureau or office, to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the contractor will immediately notify the contracting officer in writing that the request for conciliation has been filed.

c. In the event the disagreement submitted to the Joint Committee under subparagraph b above has been resolved through conciliation, it will be the responsibility of the contractor to notify the appellate authority designated in the clause of this contract entitled "DISPUTES", of the settlement of the dispute and to withdraw his appeal.

d. In the event the contractor, which has submitted a request for conciliation to the Joint Committee under subparagraph b above, notwithstanding tendency of his request for conciliation, desires that action by the appropriate authority under the clause of this contract entitled "DISPUTES" be resumed on his appeal, it will request the said authority in writing. The Joint Committee will be immediately informed by the contractor of its action taken hereunder.

e. No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled “DISPUTES" has been rendered. Pending the hearing of Conciliation Panel the contractor shall proceed diligently with the performance of the contract in accordance with the contracting officer's decision. The provisions of this clause shall not prejudice any right which the parties to the contract may have to file in a civil suit.

(End of clause)

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FA5270.52.236-00-9Z01S Japanese Road Laws 2024-10

The Contractor will comply with Japanese Road Laws while on U.S. military installations. Compliance includes not to specifically include: (Japan) states that no person will commit the following acts: Damaging the road, causing roads to be littered with debris, polluting the roads with debris or fall out from motor vehicles or otherwise defacing roads unreasonably or without due cause. Road Act, Article 43. The Road Act Article 43-2 requires the operator of a vehicle will take measures to prevent cargo or things loaded on motor vehicles from falling out. The installation commander, unit, or office, managing a road may, when there is reasonable cause for belief that items or cargo being carried in or on a motor vehicle may fall out and damage, pollute, or otherwise deface the road in such manner as to hinder or obstruct the traffic, may order the operator of the vehicle in question to take steps or measures necessary to prevent occurrence of such hindrance by stopping
operation of the vehicle, correcting the method of loading or traveling, or operation of the vehicle.

(End of clause)

FA5270.225.408-00-9Z01S U.S Dollar and Japanese Yen Equivalent 2024-10

When a trade agreement does not apply to this solicitation or resulting contract, offers may be priced in U.S. Dollars (USD) or Japanese Yen (JPY). For the duration of this solicitation,1.00 USD equals 150.4415 JPY. Solicitation provisions contract clauses which mention USD are hereby modified to include "or Yen equivalent".
The exchange rate between USD and JPY will be established per contract, delivery order, task order. DFAS will pay Japanese contractors in Japanese Yen and other contractors in U.S. Dollars.

(End of clause)

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FA5270.252.229-7001-9Z01S Exemption from Japanese Customs Duties and Taxes Pursuant to Status of Forces Agreement 2024-10

(a) Paragraph 2, Article XI of the Status of Forces Agreement between Japan and the United States, authorizes materials, supplies and equipment imported by the United States armed forces, the authorized procurement agencies of the United States armed forces, or by the organizations provided for in Article XV, to enter into Japan free from Japanese customs duties and all other charges when imported for the official use of the United States armed forces or for the exclusive use of such forces or ultimately to be incorporated into articles or facilities used by such forces.

(b) Paragraph 3, Article XII of said Status of Forces Agreement, authorizes the United States exemption from certain Japanese taxes for materials, supplies, equipment and services procured for official purpose in Japan by the United States armed forces, or by authorized procurement agencies of the United States armed forces. Currently, these taxes are: (1) Consumption Tax; (2) Gasoline Tax and Local Gasoline Tax;(3) Petroleum Gas Tax; (4) Petroleum Coal Tax; (5) Diesel Oil Delivery Tax; (6)Automobile Acquisition Tax; (7) Stamp Tax; and (8) International Tourist Tax.

(c) If you are the successful offeror, the contracting officer or his authorized representative will issue customs or tax exemption certificate in accordance with procedures agreed upon between the Governments of Japan and the United States of America.

(d) The USFJ Form 221EJ, certificate for gasoline, liquefied petroleum gas, and local gasoline tax exemption, will be issued after the consumption of the gasoline or liquified petroleum gas, either at the end of the month or upon termination of the contract and is applied against future purchases of gasoline and liquified petroleum gas. motor fuel. This form is issued only to a prime contractor. In the event a subcontractor or supplier is involved, it will be necessary for the prime contractor to effect the purchase to secure this exemption.

(e) List below the customs duties or taxes which have been excluded from your proposal as required by the taxes clause. Contractor must claim all customs and tax exemptions to which the US Government is entitled.

(1) Customs Duties Type of Commodity & Percentage of Tax Amount of Duty or Tax Excluded in Yen
(2) Taxes

(a)Consumption Tax
(b)Gasoline Tax and Local Gasoline Tax
(c)Petroleum Gas Tax
(d)Petroleum Coal Tax
(e)Diesel Oil Delivery Tax
(f)Automobile Acquisition Tax
(g)Stamp Tax
(h)International Tourist Tax

(End of clause)