SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	N4008426Q7008	☐ SEALED BID (IFB) INVITATION FOR BID ☐ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	07 Jul 2026	1 26

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		1885720

7. ISSUED BY	CODE N40084	8. ADDRESS OFFER TO
NAVFACSYSCOM FAR EAST PSC 473 BOX 13, FPO AP 96349-0013 FPO, AP 96349-0013 UNITED STATES Daisuke Ishikawa, Email: daisuke.ishikawa.ln@us.navy.mil Telephone: 315-226-4528		NAVFACSYSCOM FAR EAST PSC 473 BOX 13, FPO AP 96349-0013 FPO, AP 96349-0013 UNITED STATES

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Daisuke Ishikawa	315-226-4528

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: Replace Fire Hydrant and Drain Gate Valve Pump Station No. 1, DFSP Hachinohe, Japan
Project Location: Pump Station No. 1, DFSP Hachinohe, Japan

PID#: N40084-26-RFPREQ-ATSUGI ROICC-0121
a.Solicitation documents:
(1)Section 00 00 00 - Procurement and Contracting Requirements
(2)Section 00 01 10 - Table of Contents
(3)Section 00 10 00 - Solicitation, Contract Line Item Number (CLIN) Schedule
(4)Section 00 21 00 - Instructions
(5)Section 00 45 00 - Representations and Certifications
(6)Section 00 70 00 - Conditions of the Contract
(7)Section 00 73 00 - Supplementary Conditions
(8)Section 01 00 00 - General Requirements

b.Standard Form (SF) 1442 Attachments:
(1)Statement of Work (SOW), eProject No.1885720
(2)Encl - 1 Fire Suppression System Water Piping Plan
(3)Encl - 2 Photos of Fire Hydrant
(4)Encl - 3 Photos of Drain Gate Valve
(5)Encl - 4 NAVFAC Drawing No. 17280509
(6)Site Visit Log

11. The contractor shall begin performance within 15 calendar days and complete it within 270 calendar days after receiving

☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See _____).***

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
☐ YES ☒ NO	

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 11:00 AM ***(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 ☐ 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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

Section 00 00 00 - Procurement and Contracting Requirements

REPLACE FIRE HYDRANT AND DRAIN GATE VALVE, PUMP STATION NO. 1, MISAWA

Section 00 01 10 - Table of Contents

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Statement of Work	7	3-JUL-2025
Attachment 2	Encl - 1 Fire Suppression System Water Piping Plan	1	
Attachment 3	Encl - 2 Photos of Fire Hydrant	1	
Attachment 4	Encl - 3 Photos of Drain Gate Valve	1	
Attachment 5	Encl - 4 NAVFAC Drawing	1	
Attachment 6	Site Visit Log	1	

Note: DFARS 252.204-7000 Disclosure of Information applies to all Documents, Exhibits, and Attachments as well as FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems and DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls, 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information, and 252.204-7012 (Dev) Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2024-O0013 Revision 1).

Offerors are encouraged to seek guidance from their own legal or cyber-security compliance advisors for advice concerning the 15 security controls required by FAR 52.204-21. Additional information is also available through the below webpage:

https://pacific.navfac.navy.mil/Facilities-Engineering-Commands/NAVFAC-Far-East/About-Us/Contractors-Information/

ATTACHMENT RELEASE

ATTACHMENT 1 and 2 - Statement of Work (SOW) and NAVFAC Drawings will be made available to Offerors upon request via SAM. Point of Contact (POC) for inquiries is Mr. Daisuke Ishikawa via email daisuke.ishikawa.ln@us.navy.mil

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

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	REPLACE FIRE HYDRANT AND DRAIN GATE VALVE, PUMP STATION NO. 1, DFSP HACHINOHE, JAPAN The Contractor shall furnish all labor, materials, equipment, transportation, supervision, and engineering necessary to complete replacement work of fire hydrant and drain gate valves at the Pump Station No. 1, Defense Fuel Support Point (DFSP) Hachinohe fuel terminal in accordance with the attached Statement of Work (SOW), drawings and enclosures. This contract will be solicited, awarded, and paid in Japanese yen; however, the price of the contract shall also be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. In accordance with the Instruction for Quoters, quotes shall be priced only in Japanese Yen. At the discretion of the Contracting Officer, quotes not priced in Japanese Yen will be considered nonresponsive and will not be evaluated. Pricing Arrangement: Firm Fixed Price	1	Project		

Section 00 21 00 - Instructions

INSTRUCTIONS FOR QUOTERS

REQUEST FOR QUOTATION (RFQ) No.: N4008426Q7008

NOTES:

- The words "BIDS" & "BIDDERS" shall be construed to mean "QUOTATION" and "QUOTER".
- There will not be a Public Opening.

1. Contractor Requirements:

For an offer to be considered for award, the Contractor shall:

i. Be 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; and

ii. Have a Japanese bank account in order to receive payment via DFAS Japan.

2. Acknowledgement of Amendment. In the event any amendments are issued prior to receipt of the quotations, quoter should acknowledge receipt by signing and returning the amendment.

3. Pre-solicitation conference and site visit. All quoters must complete and submit Attachment (6) Site Visit Log via email to the POC below no later than **14 Jul 2026, 11:00 Japan Standard Time (JST),** and must attend the pre-solicitation conference to be held at 09:00 a.m. on **28 Jul 2026 JST** at Bldg. 987, the Commander, Navy Installation Command (CNIC), Public Works Division (PWD) Misawa, Misawa Air Base, Japan.

POC: DAISUKE ISHIKAWA

E-mail: daisuke.ishikawa.ln@us.navy.mil Telephone: 0176-53-5181 ext.226-4528

Attendees who do not possess the gate pass, you will be escorted at the main gate. In such case, you are required to annotate on the Site Visit Log.

Followings are considered valid personal identification to request a temporary pass:

When applying for a guest pass for a JAPANESE NATIONAL, we will only accept Government issued identification cards with a picture.

i. Driver's License (specified legal domicile)

ii. Passport

iii. Resident Card with picture (My Number Card/Jumin Kihon Daicho Card) For ALL OTHER NATIONALITIES, we will accept followings:

i. Passport

ii. Alien Registration Card

4. Explanation to Quoters. Any explanation desired by a quoter regarding the meaning or interpretation of the Request for Quotations

(RFQ) drawings, specifications, etc., must be requested in writing by the due date/time specified below. Any interpretation made will be in the form of an amendment to the RFQ, drawings, specifications, etc., and will be furnished to all prospective quoters. Oral explanation or instruction given before the award of the contract will not be binding.

Questions Due Date/Time:

- **Date: 3 Aug 2026**
- **Time: 11:00 AM JST**

Send all questions to daisuke.ishikawa.ln@us.navy.mil ONLY.

5. Quoter's Qualifications. Before a quotation is considered for award, the quoter may be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work (if required in specifications). In addition, if quotation exceeds JPY5,000,000, the quoters must submit a copy of the valid construction business license to perform construction work **in Japan** (Kensetsugyo Kyokasyo) to the contracting officer, in accordance with Japan's construction business act, if such information is not already on file with or available to the contracting officer.

6. Preparation of Quotations. Quotations shall be submitted on the forms furnished, or via electronic medium when authorized by the Contracting Officer.

7. Submission of Quotes.

Quoters are required to complete and submit the following items:

i. First two pages of the SF1442--with blocks 14 through 20C completed

ii. Signed Amendments (if applicable)

iii. Price on CLIN 0001 of the SF1442 Section 00 10 00

iv. Completed provision FAR 52.229-11, DFARS 252.204-7007 Alternate A, 252.204-7016, and 252.204-7017

Quotations shall be hand-delivered or by submitted electronically through the Solicitation Module with the following procedure so as to arrive prior to the time set for proposal closing date stated block 13 of the SF 1442. Quotes and supporting documentation must be submitted so that they are received by the Contracting Officer before the time and date identified as the deadline for receipt of quotes in order to be considered for award. All correspondence must be in English.

Any quoters who do not have gate access for Misawa Air Base may send their quotation via base authorized courier or base authorized forwarding agent to be delivered prior to the quotation due date. Mail delivery through Japan Postal Service will not be accepted.

Quotations shall be sent to:

Resident Officer in Charge of Construction (ROICC) Atsugi Detail Misawa Attn: Mr. Daisuke Ishikawa, RCA43

Bldg. 987, 1-chome, Hirahata, Misawa-shi, Aomori-ken, Japan 033-0012

All quotations (with all required supporting documentation) submitted electronically shall be through the DoD Solicitation Module in the PIEE website at https://piee.eb.mil/sol/xhtml/unauth/index.xhtml so that they are received by the date and time specified in Block 13 of the Standard Form (SF) 1442. Email quotations will not be accepted.

Quotation Submission using Solicitation Module in PIEE Quotations shall be submitted in English in Adobe PDF format (*. pdf) via Solicitation Module in PIEE.

In order to submit a quotation through the Solicitation Module in PIEE, you must have an active Proposal Manager role in PIEE at https://piee.eb. mil/. Interested offerors are encouraged to register for the required role as soon as possible.

To upload the quotation in Solicitation module in PIEE:

1. Ensure you have an active role as the Proposal 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 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 to the solicitation.

10. Select the applicable CAGE Code for which you are submitting the offer. The list is prefiltered based on the CAGEs in the Proposal Manager's profile.

11. Click on the Choose Files link to upload attachments that comprise your offer.

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 a success message of the submission will be displayed providing confirmation of on-time/late proposal receipt.

For addition information on PIEE Vendor Access Instructions or PIEE Solicitation Module Frequently Asked Questions visit:

https://dodprocurementtoolbox.com/site-pages/solicitation-module

Additional Web Based Training is available at: https://pieetraining.eb.mil/wbt/xhtml/wbt/sol/index.xhtml https://pieetraining.eb.mil/wbt/sol/Posting_Offer.pdf

Offerors are responsible for submitting files in the format specified consistent with requirements stated elsewhere in this solicitation. Files that cannot be opened, or are otherwise missing the required content are the responsibility of Offerors.

It is an Offeror'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. Offerors 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. An Offeror 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 Offeror 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 not be considered except under facts and circumstances allowed by the Federal Acquisition Regulation (FAR).

Quotations not meeting the above requirements may be considered non-responsive.

8. Contract Award. Award shall be made to the lowest responsible quoter. The quoter's financial status and past performance shall be reviewed to determine the qualification, responsiveness, and responsibility of the offeror/quoter.

9. Currency of Quotations. Quotations shall be priced in Japanese Yen only.

10. System for Award Management registration notice:

All offerors (i.e., whether individually or as a joint venture, etc.) responding to this solicitation must be registered in the System for Award Management (SAM) database to be eligible for award. For more information please go to https://www.sam.gov, and complete the provisions associated with the annual representations and certifications identified in the Federal Acquisition Regulation (FAR) Subpart 4.1202 and Defense FAR Supplement (DFARS) Subpart 204.1202.

An Offeror is required to be registered in SAM when submitting its offer/quotation/bid, and shall continue to be registered at all relevant times, i.e., time of award, during contract performance, and through final payment of the contract resulting from this solicitation.

CAUTION: All offerors are required to be registered in SAM at the time their offer/quotation/bid is submitted. Offerors with no active SAM registration upon receipt of their offer/quotation/bid shall be considered ineligible for award.

11. Cybersecurity Maturity Model Certification (CMMC) Requirements:

The DFARS provision 252.204-7025 and DFARS clause 252.204-7021 are included in this solicitation and contract. A CMMC Level 1 (Self Assessment) is designated for this solicitation and contract. The government will check the Supplier Performance Risk System (SPRS) for each CMMC Unique Identifier (UID) to verify the offerors CMMC status and SHALL NOT award a contract to an Offeror that does not have a current CMMC status posted in SPRS at the specified CMMC level or higher required by the solicitation.

12. The estimate cost range is between JPY2,500,000 to JPY10,000,000.

Section 00 45 00 - Representations and Certifications

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Oct 2016		

FAR Clauses Incorporated by Full Text

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

TAX ON CERTAIN FOREIGN PROCUREMENTS-NOTICE AND REPRESENTATION (JUN 2020)

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

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

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

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

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

(2) A domestic partnership;

(3) A domestic corporation;

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

(5) Any trust if-

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

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

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

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

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

(1) It ☐ is ☐ is not a foreign person; and

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

252.204-7007 Alternate A, Annual Representations and Certifications. (Oct 2025) Alternate A (Oct 2025)

ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2025)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

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

(2) If the provision at 52.204-7, System for Award Management, 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 (e) 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 (e) applies.

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

(d)(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 $200,000 or more.

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

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations and contracts 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: *[Contracting Officer check as appropriate.]*

☐ (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.

☐ (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.

(e) 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 52.204-8(c) and paragraph (d) 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 4.1201); 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 #	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)

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

Section 00 70 00 - Conditions of the Contract

252.240-7996 Prohibition on Awards to Chinese Military Companies-- Representation.

PROHIBITION ON CONTRACT AWARDS TO CHINESE MILITARY COMPANIES--REPRESENTATION (JUN 2026) (DEVIATION 2026-O0041)

(a) Definitions. As used in this provision-- Chinese military company means any entity, regardless of geographic location, that is--

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283);

(2) An entity that is currently identified in the non-specially designated Nationals Chinese military industrial complex companies list published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control;

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation; or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.

Control has the meaning given that term in 31 CFR 800.208 or any successor regulations.

(b) Prohibition. In accordance with section 805 of the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. 118-31), DoD must not award a contract to an entity that is--

(1) A Chinese military company operating in the United States; or

(2) An entity that is subject to the control of a Chinese military company. (c) Representation. The Offeror represents by submission of its offer that it is not a Chinese military company or an entity that is subject to the control of a Chinese military company.

(End of provision)

252.240-7995 Prohibition on Contract Awards with Entities That Contract with Lobbyists for Chinese Military Companies-- Representation.

PROHIBITION ON CONTRACT AWARDS WITH ENTITIES THAT CONTRACT WITH LOBBYISTS FOR CHINESE MILITARY COMPANIES-- REPRESENTATION (JUN 2026) (DEVIATION 2026-O0025)

(a) Definitions. As used in this provision-- Chinese military company means any entity, regardless of geographic location, that is--

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the NDAA for FY 2021 (Pub. L. 116-283);

(2) An entity that is currently identified in the non-specially designated Nationals (SDN) Chinese military industrial complex companies list (NS-CMIC List) published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control (OFAC);

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation (EAR); or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.

Covered lobbyist means an entity that engages in lobbying activities for any entity determined to be a Chinese military company listed in accordance with section 1260H of the NDAA for FY 2021 (Pub. L. 116-283).

Lobbying activities (2 U.S.C. 1602(7)) means lobbying contacts (2 U.S.C. 1602(8)) and efforts in support of such contacts, including preparation and planning activities, research and other background work that is intended, at the time it is performed, for use in contacts, and coordination with the lobbying activities of others.

(b) Representation. The Offeror represents by submission of its offer that it is not an entity, a parent company of such entity, or a subsidiary of such entity that is a party to a contract with a covered lobbyist.

(c) Exception. This prohibition does not apply with respect to an entity that made reasonable inquiries regarding the lobbying activities of another entity and determined such entity was not a covered lobbyist.

(End of provision)

252.240-7007 Prohibitions Relating to Chinese Military Companies.

PROHIBITIONS RELATING TO CHINESE MILITARY COMPANIES (DEVIATION 2026-O0025) (JUN 2026)

(a) Definitions. As used in this clause-- Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Chinese military company means any entity, regardless of geographic location, that is--

(1) An entity that is currently identified in the list published in the Federal Register by the Secretary pursuant to section 1260H of the NDAA for FY 2021 (Pub. L. 116 283);

(2) An entity that is currently identified in the non-specially designated Nationals (SDN) Chinese military industrial complex companies list (NS-CMIC List) published in the Federal Register by the Department of the Treasury or on the website of the Department of the Treasury's Office of Foreign Assets Control (OFAC);

(3) A People's Republic of China entity currently identified on the entity list published in the Federal Register by the Department of Commerce, which is found at Supplement No. 4 to Part 744 of the Export Administration Regulation (EAR); or

(4) An entity owned or controlled by, or affiliated with, an element of the government or armed forces of the People's Republic of China, or a subsidiary, affiliate including any parent or holding company, or any entity subject to the control of an entity described in paragraphs (1), (2), or (3) of this definition.

Commerce Control List means the Export Administration Regulations in 15 CFR part 774, supplement no. 1.

Control has the meaning given that term in 31 CFR 800.208 or any successor regulations.

Covered products and services means products and services on the munitions list of the International Traffic in Arms Regulations.

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B or sharing data and other information resources.

Non-specially designated nationals (SDN) Chinese military-industrial complex company means any entity on the Non-SDN Chinese military-industrial complex companies list--

(1) Established pursuant to Executive Order 13959 as amended; and

(2) Maintained by the Office of Foreign Assets Control of the Department of the Treasury.

Other covered company means an entity that is owned or controlled by the government of the People's Republic of China and that the Secretary certified to the Congressional defense committees, to be a company that must be covered for national security reasons.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(b) Scope. This clause implements the following:

(1) Section 1211 of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2006 (Pub. L. 109-163).

(2) Section 1296 of the NDAA for FY 2017 (Pub. L. 114-328).

(3) Section 857(b) of the NDAA for FY 2023 (Pub. L. 117-263).

(4) Section 805 of the NDAA for FY 2024 (Pub. L. 118-31).

(c) Prohibitions on awards with Chinese Military Companies. (1) Covered products or services prohibition. The Contractor must not acquire covered products and services, through a contract or subcontract at any tier, from any--

(i) Chinese military company;

(ii) Non-specially designated nationals (SDN) Chinese military-industrial complex company; or

(iii) Other covered company.

(2) Entity prohibition. The Contractor must not award, renew, or extend a contract (e.g., exercise an option) for the procurement of products or services with an entity that is identified as--

(i) A Chinese military company operating in the United States; or

(ii) An entity that is subject to the control of a Chinese military company.

(3) Exceptions. (i) The prohibition at paragraph (c)(1) does not apply to components and parts of covered products unless the components and parts are themselves covered by the USML or the 600 series of the CCL.

(ii) The prohibition under paragraphs (c)(2) does not apply--

(A) When awarding, renewing, or extending a contract (e.g., exercising an option) for the procurement of products or services that provides a service that connects to the facilities of a third party, including backhaul, roaming, or interconnection arrangements;

(B) To contracts awarded prior to June 30, 2027, including when such contracts are modified, extended, or renewed; or

(C) To components.

(d) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: See Statement of Work (SOW) for Acceptance/inspection criteria. DoDAAC: N40084 CountryCode: USA NAVFACSYSCOM FAR EAST PSC 473 BOX 13, FPO AP 96349-0013 FPO, AP 96349-0013 UNITED STATES Koichi Kudo, ROICC Atsugi Detail Misawa Email: koichi.kudo.ln@us.navy.mil Telephone: 0176-77-5329

Overall Contract Delivery Period

Period of Performance
From 07 Aug 2026 to 07 May 2027

From date of lead time event to beginning of performance
15 Calendar Days
Date of Award Receipt

From date of lead time event to completion of performance
270 Calendar Days
Date of Award Receipt

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Delivery Schedule From date of lead time event to completion of performance 270 Calendar Days Date of Award Receipt	1 Project	Ship To DoDAAC: N61060 CountryCode: USA NAVAL AIR FACILITY MISAWA JAPAN UNIT 5048, APO AP 96319-5000 APO, AP 96319-5000 UNITED STATES INSPECTOR OF RECORD, ROICC Atsugi Detail Misawa Email: koichi.kudo.ln@us.navy.mil Telephone: 0176-77-5329

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Feb 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Feb 2026		
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Feb 2026		
52.211-13	Time Extensions.	Sep 2000		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Feb 2026		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024		
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	Apr 1984		
52.229-12	Tax on Certain Foreign Procurements. (Deviation 2026-O0038)	Feb 2021		
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018		
52.233-1	Disputes. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-1	Disputes. (Deviation 2026-O0038)	Feb 2026		
52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Feb 2026	Alternate I	Feb 2026
52.233-3	Protest after Award. (Deviation 2026-O0038)	Feb 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Feb 2026		
52.236-2	Differing Site Conditions. (Deviation 2026-O0038)	Feb 2026		
52.236-3	Site Investigation and Conditions Affecting the Work. (Deviation 2026-O0038)	Feb 2026		
52.236-5	Material and Workmanship. (Deviation 2026-O0038)	Feb 2026		
52.236-6	Superintendence by the Contractor. (Deviation 2026-O0038)	Feb 2026		
52.236-7	Permits and Responsibilities. (Deviation 2026-O0038)	Feb 2026		
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (Deviation 2026-O0038)	Feb 2026		
52.236-10	Operations and Storage Areas. (Deviation 2026-O0038)	Feb 2026		
52.236-11	Use and Possession Prior to Completion. (Deviation 2026-O0038)	Feb 2026		
52.236-12	Cleaning Up. (Deviation 2026-O0038)	Feb 2026		
52.236-13	Accident Prevention. (Deviation 2026-O0038)	Feb 2026		
52.236-17	Layout of Work. (Deviation 2026-O0038)	Feb 2026		
52.236-21	Specifications and Drawings for Construction. (Deviation 2026-O0038)	Feb 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation 2026-O0038)	Feb 2026		
52.240-91	Security Prohibitions and Exclusions. (Deviation 2026-O0038)	Feb 2026		
52.242-14	Suspension of Work.	Apr 1984		
52.243-5	Changes and Changed Conditions. (Deviation 2026-O0038)	Feb 2026		
52.246-12	Inspection of Construction.	Aug 1996		
52.246-21	Warranty of Construction.	Mar 1994		
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). (Alternate I)	Apr 1984	Alternate I	Apr 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	Apr 1984		
52.249-10	Default (Fixed-Price Construction).	Apr 1984		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
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		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Jan 2023		
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	May 2024		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2023		
252.222-7002	Compliance with Local Labor Laws (Overseas).	Jun 1997		
252.225-7041	Correspondence in English.	Jun 1997		
252.225-7048	Export-Controlled Items.	Jun 2013		
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Aug 2018	Deviation 2018-O0019	Aug 2018
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018		
252.232-7008	Assignment of Claims (Overseas).	Jun 1997		
252.232-7010	Levies on Contract Payments.	Dec 2006		
252.233-7001	Choice of Law (Overseas).	Jun 1997		
252.236-7000	Modification Proposals--Price Breakdown.	Dec 1991		
252.239-7098	Prohibition on Contracting to Maintain or Establish a Computer Network Unless Such Network is Designed to Block Access to Certain Websites - Representation (Deviation 2021-O0003)	Apr 2021	Deviation 2021-O0003	Apr 2021
252.243-7001	Pricing of Contract Modifications.	Dec 1991		

FAR Clauses Incorporated by Full Text

52.211-12 Liquidated Damages-Construction. (Sep 2000)

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 **JPY50,000** 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)

52.232-5 Payments under Fixed-Price Construction Contracts. (May 2014)

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)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

(End of provision)

252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

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 required in 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 or 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)

252.204-7025 Notice of Cybersecurity Maturity Model Certification Level Requirements. (Nov 2025)

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)

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States. (Jun 2015)

ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(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 Naval Criminal Investigative Services (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

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

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) For fixed price line items-

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

<u>Navy Construction Invoice/Facilities Management Invoice (NAVCON)</u>

(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.

N/A

(Contracting Officer: Insert either "Invoice 2in1" or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(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	HQ0721
Issue By DoDAAC	N40084
Admin DoDAAC	N40084
Inspect By DoDAAC	N40084-MISAWA
Ship To Code	N40084-MISAWA
Ship From Code	____
Mark For Code	____
Service Approver (DoDAAC)	N40084-MISAWA
Service Acceptor (DoDAAC)	N40084-MISAWA

Accept at Other DoDAAC	N40084-MISAWA
LPO DoDAAC	N40084-MISAWA
DCAA Auditor DoDAAC	____
Other DoDAAC(s)	____

(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.

daisuke.ishikawa.ln@us.navy.mil

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

(End of clause)

Section 00 73 00 - Supplementary Conditions

Authority

1. No person other than the Contracting Officer has authority to bind the Government with respect to this contract.

2. No action or omission of any government employee or representative other than the Contracting Officer shall increase or decrease the scope of this contract or shall otherwise modify the terms and conditions of this contract.

3. In no event shall any of the following be effective or binding on the Government or imputed to the Contracting Officer with respect to this contract:

(a) An understanding or agreement between the Contractor and anyone other than the Contracting Officer;

(b) A purported modification or change order issued by anyone other than the Contracting Officer;

(c) A promise by anyone other than the Contracting Officer to provide additional funding or make payments; or

(d) An order, direction, consent, or permission from anyone other than the Contracting Officer to:

(i) Incur costs in excess of a specified estimated cost, allotment of funds, or other ceiling; or

(ii) Expend hours in excess of a specified level of effort.

(End)

CONSUMPTION TAX EXEMPTION PROCEDURES ON PURCHASE OF GOODSAND 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 "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.

(End)

UTILITIES FOR CONSTRUCTION AND TESTING

The Contractor shall be responsible for obtaining, either from available Government sources or local utility companies, all utilities required for construction and testing. The Contractor shall provide these utilities at his expense, paid for at the current utility rate delivered to the job site. The Contractor shall provide and maintain all temporary utility connections and distribution lines, and all meters required to measure the amount of each utility used.

(End)

Section 01 00 00 - General Requirements

Requirements

This solicitation is for Replace Fire Hydrant and Drain Gate Valve at the pump station No. 1, Defense Fuel Support Point Hachinohe Fuel terminal, Japan.