SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			N4008426R8711	30 Jul 2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Hikari Yamanomoto	315-264-3939	04 Sep 2026 10:00 AM

9. ISSUED BY CODE N40084

NAVFACSYSCOM FAR EAST
PSC 473 BOX 13, FPO AP 96349-0013
FPO, AP 96349-0013
UNITED STATES
Hikari Yamanomoto, Email: hikari.yamanomoto.ln@us.navy.mil Telephone: 315-264-3939

10. THIS ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: ____ % FOR:

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 221122

SIZE STANDARD:

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
[X] SEE SCHEDULE

12. DISCOUNT TERMS

[X] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING DO-C3

14. METHOD OF SOLICITATION
[ ] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE

See Continuation

16. ADMINISTERED BY CODE

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA
See Continuation

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)* 31c. DATE SIGNED

Solicitation/Contract Form Continuation

Maintenance for Electrical Receiving and Distribution Systems and Facilities, Supervisory Control and Data Acquisition (SCADA) System at the U.S. Naval Air Facility Atsugi, Japan

GENERAL OVERVIEW

The work includes, but is not limited to, providing all labor, supervision, management, tools, materials, equipment, to continuously provide "Maintenance for Electrical Receiving and Distribution Systems and Facilities, and Supervisory Control and Data Acquisition System at the U.S. Naval Air Facility Atsugi, Japan". This solicitation is a Request for Proposals (RFP) soliciting proposals to provide the commercial services detailed in Attachment (1) (26R8711 eP1785810 Performance Work Statement). The Government will evaluate proposals using LPTA (Lowest Proposal Technically Acceptable) process.

CONTRACT LINE ITEMS AND EXHIBIT LINE ITEMS SCHEDULE OF WORK (RECURRING AND NON-RECURRING)

a. Offerors shall enter amounts (unit prices and totals) for Contract Line items Numbers (CLINs), Exhibit Line Item Numbers (ELINs), and Sub-ELINs (SLINs) as indicated in the Schedules provided in Attachment (2) (26R8711_eP1785810_J-0200000-12_ELIN) for recurring and non-recurring.

b. In the event that there is a difference between a unit price and the extended total amount, the unit price will be held to be the intended bid and the total of the CLINs, ELINs or SLINs will be recomputed accordingly. The CLIN, which includes recomputed contract ELINs or SLINs, will also be recomputed to take into account the change in the contract ELIN. If the bidder provides a total amount for a CLIN, ELIN or SLIN but fails to enter the unit price, the total amount divided by the CLIN, ELIN or SLIN will be held to be the intended unit price.

c. In the event that there is a difference between the SF1449 and Microsoft Excel format version of the price proposal, the SF1449 price proposal will be held to be the intended bidder and the total of the CLINs, ELINs or SLINs will be recomputed accordingly.

d. Offerors shall provide pricing in Japanese Yen. The contract will be awarded in a U.S. Dollar ($) amount value for the administrative convenience of the U.S. Government. Payment will be made in a Japanese Yen.

MAXIMUM NOT TO EXCEED (NTE) AND MINIMUM GUARANTEE
The maximum NTE value of an ordering period is the total of all the CLINs in that ordering period. The maximum or NTE value of the contract is the total value of all CLINs in the Schedule. The maximum NTE value of an ordering period and of the contract may be increased by written modification to the contract in conjunction with any modification that increases the value of an existing task order that is authorized by a contract clause. No order shall be placed in excess of the established quantity specified for a particular CLIN without the Contractor's agreement, evidenced by signature or the commencement of performance of the order.

Concurrently with the award of the basic contract, the Government intends to issue a funding task order to obligate the contract CLIN 0001, Base Year Period Recurring Work;

Minimum guarantees do not apply to the option periods.

(End of NAVFAC Language)

CONTRACT TYPE
This is a single award firm-fixed price (FFP) indefinite delivery, indefinite quantity (IDIQ) contract that is

comprised of both recurring and nonrecurring work, which will be issued as firm-fixed price task orders.

NAICS CODE
The NAICS code is 221122; Electric Power Distribution. The size standard associated with NAICS 221122 is 1,100 employees. This industry comprises establishments primarily engaged in providing operating staff to perform a combination of support services within a client's facilities. This NAICS comprises establishments primarily engaged in either operating electric power distribution systems (including lines, poles, meters, and wiring) that deliver electricity directly to end users, or acting as electric power brokers/agents that arrange the sale of electricity via distribution systems operated by others. These establishments provide operating staff to carry out these support activities; but, are not involved with or responsible for the core business or activities of the client. Establishments providing facilities (except computer and/or data processing) operation support services and establishments operating correctional facilities (i.e., jails) on a contract or fee basis are included in this industry.

TOTAL AMOUNT FOR CLIN 0001 THROUGH 0016: JPY _____

Continuation of Supplies or Services and Prices/Costs

Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	Base Period (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Base Period (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) A001 through A003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: A001 through A003 Period of Performance: from 01-Mar-2027 to 29-Feb-2028 Pricing Arrangement: Firm Fixed Price	1	Task		
0002	Base Period (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Base Period (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) A700 through A704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: A700 through A704 Period of Performance: from 01-Mar-2027 to 29-Feb-2028 Pricing Arrangement: Firm Fixed Price	1	Task		
	Option Period 1 (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to				

0003	accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 1 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) B001 through B003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: B001 through B003 Period of Performance: from 01-Mar-2028 to 28-Feb-2029 Pricing Arrangement: Firm Fixed Price	1	Task		
0004	Option Period 1 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 1 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) B700 through B704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: B700 through B704 Period of Performance: from 01-Mar-2028 to 28-Feb-2029 Pricing Arrangement: Firm Fixed Price	1	Task		
0005	Option Period 2 (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 2 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) C001 through C003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S.	1	Task		

	Government. Payment will be made in Yen. ELINs: C001 through C003 Period of Performance: from 01-Mar-2029 to 28-Feb-2030 Pricing Arrangement: Firm Fixed Price				
0006	Option Period 2 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 2 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) C700 through C704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: C700 through C704 Period of Performance: from 01-Mar-2029 to 28-Feb-2030 Pricing Arrangement: Firm Fixed Price	1	Task		
0007	Option Period 3 (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 3 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) D001 through D003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: D001 through D003 Period of Performance: from 01-Mar-2030 to 28-Feb-2031 Pricing Arrangement: Firm Fixed Price	1	Task		
	Option Period 3 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and				

0008	conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 3 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) D700 through D704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: D700 through D704 Period of Performance: from 01-Mar-2030 to 28-Feb-2031 Pricing Arrangement: Firm Fixed Price	1	Task		
0009	Option Period 4 (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 4 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) E001 through E003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: E001 through E003 Period of Performance: from 01-Mar-2031 to 29-Feb-2032 Pricing Arrangement: Firm Fixed Price	1	Task		
0010	Option Period 4 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 4 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) E700 through E704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award.	1	Task		

	When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: E700 through E704 Period of Performance: from 01-Mar-2031 to 29-Feb-2032 Pricing Arrangement: Firm Fixed Price				
0011	Option Period 5 (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 5 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) F001 through F003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: F001 through F003 Period of Performance: from 01-Mar-2032 to 28-Feb-2033 Pricing Arrangement: Firm Fixed Price	1	Task		
0012	Option Period 5 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 5 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) F700 through F704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: F700 through F704 Period of Performance: from 01-Mar-2032 to 28-Feb-2033 Pricing Arrangement: Firm Fixed Price	1	Task		
	Option Period 6 (Recurring Work)				

0013	The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 6 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) G001 through G003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: G001 through G003 Period of Performance: from 01-Mar-2033 to 28-Feb-2034 Pricing Arrangement: Firm Fixed Price	1	Task		
0014	Option Period 6 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 6 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) G700 through G704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: G700 through G704 Period of Performance: from 01-Mar-2033 to 28-Feb-2034 Pricing Arrangement: Firm Fixed Price	1	Task		
0015	Option Period 7 (Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 7 (Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) H001 through H003. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award.	1	Task		

	When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: H001 through H003 Period of Performance: from 01-Mar-2034 to 28-Feb-2035 Pricing Arrangement: Firm Fixed Price				
0016	Option Period 7 (Non-Recurring Work) The contractor shall furnish all labor, equipment, materials, transportation, supervision, and any other necessary work to accomplish the requirements in accordance with the terms and conditions of this contract including the attachments. The price for this Contract Line Item Number (CLIN) is the total of all line items being awarded for the Option Period 7 (Non-Recurring Work), and are identified in the Exhibit Line Item Numbers (ELINs) H700 through H704. The unit price for ELINs is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract; only the quantities are estimated. PROPOSALS SHALL BE PRICED ONLY IN JAPANESE YEN. Proposal not priced in Japanese yen shall be deemed non-responsive, and will not be eligible for award. When the contract is awarded, the price of this CLIN will be expressed in U.S. Dollars for the administrative convenience of the U.S. Government. Payment will be made in Yen. ELINs: H700 through H704 Period of Performance: from 01-Mar-2034 to 28-Feb-2035 Pricing Arrangement: Firm Fixed Price	1	Task		

Continuation of Description

DESCRIPTION OF WORK
The outcomes to be achieved are for the Contractor to provide all management, supervision, quality control, labor, tools, equipment, material, supplies, incidental engineering, and transportation necessary to provide SCADA Services at the U.S. Naval Air Facility, Atsugi, Japan as outlined in the Performance Work Statement (PWS) (Attachment 1). The services will include the following Annexes/Sub-Annexes.

Annex	Sub-Annex	Spec Item Number	Title
Annex 1	0100000	1	General Information
Annex 2	0200000	2	Management and Administration
Annex 15	1502000		Facility Investment
		1	General Information
		2	Management and Administration
		3	Recurring Work
		4	Non-recurring Work
Annex 16	1601000		Utility Management
		1	General Information
		2	Management and Administration
		3	Recurring Work
		4	Non-recurring Work
	1602000		
		1	General Information
		2	Management and Administration
		3	Recurring Work
		4	Non-recurring Work

Requirements

Maintenance for Electrical Receiving and Distribution Systems and Facilities, Supervisory Control and Data Acquisition (SCADA) System at the U.S. Naval Air Facility Atsugi, Japan

Continuation of Packaging and Marking

Continuation of Inspection and Acceptance

Overall Contract Inspection/Acceptance Locations

0001	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0002	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0003	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN

	INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0004	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
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0006	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0007	Inspection and Acceptance Location

	Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
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0009	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0010	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment

	Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0011	Inspection and Acceptance Location Both Destination Instructions: Inspect By: NAVFAC FE ROICC ATSUGI PSC 477 BOX 15 FPO AP 96306-0001 Inspection and acceptance of the services shall be made by the Contracting Officer's Representative (COR). Performance Assessment Representative (PAR) and COR will be monitoring the contractor's performance. DoDAAC: N40084 CountryCode: JPN NAVAL FAC ENGINEERING CMD FAR EAST BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
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	BUILDING F 60, TOMARI CHO KANAGAWA 238 001 JAPAN INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
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Continuation of Deliveries or Performance

Line Item	Delivery Schedule	Quantity	Address and POC
0001	Period of Performance From 01 Mar 2027 To 29 Feb 2028	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0002	Period of Performance From 01 Mar 2027 To 29 Feb 2028	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0003	Period of Performance From 01 Mar 2028 To 28 Feb 2029	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
		1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209

0004	Period of Performance From 01 Mar 2028 To 28 Feb 2029		UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0005	Period of Performance From 01 Mar 2029 To 28 Feb 2030	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0006	Period of Performance From 01 Mar 2029 To 28 Feb 2030	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0007	Period of Performance From 01 Mar 2030 To 28 Feb 2031	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
		1 Task	Place of Performance DoDAAC: N61057

0008	Period of Performance From 01 Mar 2030 To 28 Feb 2031		CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0009	Period of Performance From 01 Mar 2031 To 29 Feb 2032	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0010	Period of Performance From 01 Mar 2031 To 29 Feb 2032	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0011	Period of Performance From 01 Mar 2032 To 28 Feb 2033	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143

0012	Period of Performance From 01 Mar 2032 To 28 Feb 2033	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0013	Period of Performance From 01 Mar 2033 To 28 Feb 2034	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0014	Period of Performance From 01 Mar 2033 To 28 Feb 2034	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143
0015	Period of Performance From 01 Mar 2034	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143

	To 28 Feb 2035		
0016	Period of Performance From 01 Mar 2034 To 28 Feb 2035	1 Task	Place of Performance DoDAAC: N61057 CountryCode: USA NAVAL AIR FACILITY ATSUGI JAPAN PSC 477 BOX 9, FPO AP 96306-1209 FPO, AP 96306-1209 UNITED STATES INSPECTOR OF RECORD, NAVFAC FE ROICC ATSUGI Telephone: 0467-63-3143

Continuation of Accounting and Appropriation Data

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Feb 2023		
52.203-3	Gratuities.	Mar 1984		
52.203-6	Restrictions on Subcontractor Sales to the Government.	May 2020		
52.203-13	Contractor Code of Business Ethics and Conduct.	Oct 2021		
52.229-12	Tax on Certain Foreign Procurements.	Jan 2021		
52.233-3	Protest after Award. (Deviation 2026-O0038)	Jan 2026		
52.233-4	Applicable Law for Breach of Contract Claim. (Deviation 2026-O0038)	Jan 2026		
52.204-13	System for Award Management-Maintenance. (Deviation 2026-O0038)	Jan 2026		
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (Deviation 2026-O0038)	Jan 2026		
52.232-36	Payment by Third Party. (Deviation 2026-O0038)	Jan 2026		
52.212-4	Terms and Conditions-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Jan 2026		
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (Deviation 2026-O0038)	Jan 2026		
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Sep 2018		
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Apr 2024		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	Dec 2022		
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Nov 2018		
252.232-7010	Levies on Contract Payments.	Nov 2006		
252.247-7023	Transportation of Supplies by Sea.	Sep 2024		
252.203-7003	Agency Office of the Inspector General.	Jul 2019		
252.203-7000	Requirements Relating to Compensation of Former DoD Officials.	Aug 2011		
252.203-7002	Requirement to Inform Employees of Whistleblower Rights.	Nov 2022		
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Dec 2022		
252.204-7004	Antiterrorism Awareness Training for Contractors.	Dec 2022		
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	Dec 2022		
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Oct 2023		
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Sep 2024		
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	Apr 2019		
252.223-7008	Prohibition of Hexavalent Chromium.	Dec 2022		
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region.	May 2023		
252.227-7015	Technical Data-Commercial Products and Commercial Services.	Dec 2024		
252.227-7037	Validation of Asserted Restrictions on Technical Data.	Dec 2024		
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	Apr 2013		
252.243-7002	Requests for Equitable Adjustment.	Nov 2022		
252.244-7000	Subcontracts for Commercial Products or Commercial Services.	Oct 2023		
252.246-7003	Notification of Potential Safety Issues.	Dec 2022		
252.246-7004	Safety of Facilities, Infrastructure, and Equipment for Military Operations.	Sep 2010		
252.246-7008	Sources of Electronic Parts.	Dec 2022		
252.204-7022	Expediting Contract Closeout.	Apr 2021		

DFARS Clauses Incorporated by Full Text

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

252.232-7006 Wide Area WorkFlow Payment Instructions. (Dec 2022)

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.

Not Applicable

(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.

Navy Construction Invoice/Facilities Management Invoice

(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/ATSUGI
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	N40084/ATSUGI
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N40084/ATSUGI
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(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 specified in each task order.

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

(End of clause)

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

CONTRACT ADMINISTRATION DATA ADDENDUM TO SPECIFICATION

1. IDIQ CONTRACT COMPRISED OF RECURRING AND NON-RECURRING LINE ITEMS

a. This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract comprised of Recurring work and Non- Recurring Contract Line Items for the supplies or services specified, and effective for the period stated in the Schedule and any accompanying exhibits. Work items for the Recurring portion are identified in the Schedule and any accompanying exhibits and include all work except that identified as Non-Recurring work items. The Recurring quantities shown in the Schedule and any accompanying exhibits are considered to be accurate estimates for this contract period.

b. Work items for the Non-Recurring portion of the contract are identified in the Schedule with a NTE amount and any accompanying exhibits. The quantities of supplies and services specified in accompanying exhibits and the Schedule as Non-Recurring are estimates only and may be ordered by issuance of separate task orders.

Once the estimated quantities for individual line items shown in the ELIN list have been ordered, additional requirements may be ordered as long as the overall not-to-exceed (NTE) amount of the contract per year is not exceeded and the contractor agrees by signing the task order or modification.

Any unused estimated amount under the Non-Recurring Work from the current year may be carried over to the next Option year via issuance of a bilateral modification prior to or at the time of the exercise of the next Option year, so long as the total estimated contract price for all years is not exceeded.

c. Delivery or performance shall be made only as authorized by orders issued in accordance with FAR clause 52.216-18. Issuance of orders orally, by facsimile, or by electronic commerce methods (i.e., e-mail, GPC) are authorized. Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule and any accompanying exhibits up to the contract stated maximum. The minimum guarantee of work to be ordered is the Recurring portion of the Base Period.

d. Except for any limitations on quantities in FAR clause 52.216-19, in the Schedule, and in any accompanying exhibits, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

e. The minimum order stated in paragraph (a) of FAR 52.216-19, entitled "ORDER LIMITATIONS," apply only to the issuance of a non-recurring task order by the issuing activity using a SF1449 "Solicitation/Contract/Order for Commercial Items". The minimum ordering limit does not apply to GPC orders.

f. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

2. PLACEMENT OF NON-RECURRING WORK TASK ORDERS

a. Non-Recurring work may be ordered at the prices offered by three ways: (1) by the issuance of a task order by the issuing activity using a SF1449 "Solicitation/Contract/Order for Commercial Items" in accordance with the Procedure for Issuing Order clause; (2) by an authorized Government user via a Government Purchase Card (GPC); or (3) by oral orders. When receiving orders against the schedule, the contractor shall provide the supplies and services at the pricing provided in the Exhibit Line Items Numbers (ELINs), Attachment 2 (26R8711_eP1785810_J-0200000-12_ELIN) without additional markup or handling fee.

(1) Task Order Issuance
Non-Recurring work may be ordered at the prices offered by the issuance of a task order by the issuing activity in accordance with FAR clause 52.216-18 Ordering. As the need exists for the performance of Non-Recurring work, the Contracting Officer will notify the Contractor of the requirement via issuance of a Request for Proposal with the Statement of Work. Task orders issued by the issuing activity using a Standard Form (SF) 1449, will utilize the Exhibit Line Items Numbers (ELINs), Attachment 2 (26R8711_eP1785810_J-0200000-12_ELIN) in the ordering of work.

(2) Government Purchase Card (GPC) Order

i. The contractor is required to offer IQ pre-priced line item services to authorized Government personnel when they are ordering the work directly via the Government-wide Commercial Purchase Card (GCPC) program. When receiving GCPC orders against Section B, the contractor shall provide the supplies and services at the offered price without additional markup or handling fee.
ii. The contractor agrees to accept and process GCPC orders for IQ services.

(3) Oral Order
The Government intends to utilize electronic contracting to the maximum extent practical. However, when time does not permit the issuance of written orders on an SF 1449 and electronic contracting is not available, the Contracting Officer may issue oral or written telecommunications orders (email). Oral or written telecommunications orders will be confirmed by issuance of a written task order on an SF 1449 as soon as practical after issuance of the oral or written telecommunications order.

b. The contractor shall track quantities and report total ordered quantity by GCPC orders and approved SF1449's by line item number each month and year-to-date. The report shall be due to the Contracting Officer by the fifth day of the following month. The contractor must track and report

when total dollar value of all orders from both GCPC purchases and SF1449s exceed 75% of the combined Section B Pre-Priced Line Item quantities.

c. Once the estimated quantities for individual line items shown in the ELIN list have been ordered, additional quantities may be ordered as long as the overall Not-to-Exceed (NTE) amount of the contract per year is not exceeded and the contractor agrees by signing the task order, or by modification.

3. INSPECTION, ACCEPTANCE AND PERFORMANCE EVALUATION

Inspection and acceptance of the services to be furnished hereunder shall be made by the Contracting Officer's Representative (COR) or AlternateContracting Officer's Representative (ACOR). The performance and quality of work delivered by the contractor, including services rendered and any documentation or written material compiled will be evaluated in accordance with FAR 52.212-4(b) Inspection/Acceptance and contract specific performance standards. The contractor shall establish and maintain an inspection system as described in Section 0200000 Paragraph 2.6.9.2 Quality Inspecting and Surveillance. Performance Assessment Representative (PAR), COR and ACOR will be monitoring the contractor's performance.

a. PERFORMANCE MEASURES: The Contractor shall establish and maintain an inspection and surveillance system in accordance with FAR Clause 52.212-4 "Contract Terms and Conditions - Commercial Items" to ensure that the work performed conforms to the contract requirements. The Contractor shall document and maintain a file of all scheduled and performed inspections and surveillances, inspection and surveillance results, and dates and details of corrective and preventative actions. The quality inspection and surveillance file shall be the property of the Government and made available during the Government's regular working hours. The file shall be turned over to the KO within five (5) calendar days of termination of the contract.

b. PERFORMANCE EVALUATION MEETING: The Contractor shall meet with the Government as often as necessary at the discretion of the Contracting Officer. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, 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 areas of disagreement within 15 calendar days.

c. GOVERNMENT PERFORMANCE EVALUATION: The Government will periodically assess the Contractor's overall performance on this contract by completing a Contractor Performance Assessment Report (CPAR) via the database at https://www.cpars.gov/. Online information for contractor personnel is available on the website. The Contractor will be afforded an opportunity to comment on each evaluation performed when the Government uses CPARs. The Contractor has 30 calendar days to submit written comments on unsatisfactory ratings. Completed CPARs will be available for use by contracting personnel and source selection officials when considering contractors for award of new contracts. 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".

d. ACCEPTANCE: The performance and quality of work delivered by the contractor, including services rendered and any documentation will be evaluated in accordance with FAR 52.212-4(b) Inspection/Acceptance and contract specific performance standards. The contractor shall establish and maintain an inspection system as described in Section 0200000, Paragraph 2.6.9.2, Quality Inspection and Surveillance. Performance Assessment Representative and Contracting Officer's Representative will be monitoring the contractor's performance.

4. TECHNICAL DIRECTION

a. The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

b. The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction which:
(1) Constitutes an assignment of additional work outside the SOW;
(2) Constitutes a change as defined in the Changes clause;
(3) In any manner causes an increase or decrease in the total estimated cost or the time required for contract performance;
(4) Changes any of the expressed terms, conditions, or specifications of the contract;
(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract, or;
(6) Authorizes the Contractor to incur costs in excess of the estimated cost or other limitations on cost or funds set forth in this contract.

c. All technical direction shall be issued in writing by the COR.

d. When, in the opinion of the Contractor, the COR or any other Government official other than the Contracting Officer, requests effort outside the existing scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contacting Officer has issued a modification to the contract or has otherwise resolved the issue.

5. AUTHORITY

In accordance with FAR 1.402-1, only Contracting Officers have authority to enter into, administer, or terminate contracts and make related determinations and findings.

6. INVOICING INSTRUCTION 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.

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. Submit a monthly invoices for the recurring work and a separate invoice for each task order via the system Wide Area Workflow (WAWF) available in Procurement Integrated Enterprise Environment (PIEE) at https://piee.eb.mil in accordance with the instructions in the DFARS clause 252.232-7006 Wide Area Workflow Payment Instructions. Attach the completed NAVFAC 7300/30 form and any other supporting documents with invoices submitted in WAWF.

d. 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#paymt_instructions

7. PRE-PERFORMANCE CONFERENCE

Within 30 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

8. 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.

9. 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.

10. 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 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.

11. NOTICE

United States laws and regulations prohibit you from participating in any of the following concerning this solicitation/contract:

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 competitor 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 forbidden.

Penalties could include debarment or suspension from doing business with any United States government agencies, cancellation of contracts and recoupment of prior monies paid.

12. 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, Worker's Compensation Insurance (Defense Base Act) does not apply to this requirement while the current wavier 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.

13. WARRANTY

The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described I this contract. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

14. 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.

15. INSTALLATION REGULATIONS

The Contractor shall ensure all Contractor and subcontractor employees become acquainted with and obey all Government installation regulations.

16. CONTRACT GENERATED AND/OR COLLECTED INFORMATION

Information generated and/or collected by the Contractor in the performance of this contract, in any media (e.g. electronic, paper, etc.), is considered to be Government owned and must be returned to the possession of the Government upon termination of Contractor's services or at the completion of the contract whichever first occurs. This shall include, but not be limited to any statements of work, performance work statements, data collected concerning facility/utility usage, data collected concerning consumption of materials and supplies, logs and records, maintenance records, inventories, databases, Standard Operating Procedures (SOP), drawings, source code and detailed system documentation

(End of NAVFAC Language)

Contract Terms and Conditions Required To Implement Statutes or Executive Orders — Commercial Products and Commercial Services

Addendum to Contract Clauses

Contract Clauses

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.240-91	Security Prohibitions and Exclusions. (Deviation)	Jan 2026		
52.202-1	Definitions.	May 2020		
52.203-5	Covenant Against Contingent Fees.	Apr 2014		
52.203-7	Anti-Kickback Procedures.	May 2020		
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	Apr 2014		
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	Apr 2014		
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	May 2020		
52.204-9	Personal Identity Verification of Contractor Personnel.	Dec 2010		
52.204-19	Incorporation by Reference of Representations and Certifications.	Nov 2014		
52.223-5	Pollution Prevention and Right-to-Know Information.	Apr 2024		
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas.	Mar 1984		
52.228-5	Insurance-Work on a Government Installation.	Dec 1996		
52.229-6	Taxes-Foreign Fixed-Price Contracts.	Jan 2013		
52.232-1	Payments.	Mar 1984		
52.232-8	Discounts for Prompt Payment.	Jan 2002		
52.232-9	Limitation on Withholding of Payments.	Mar 1984		
52.232-11	Extras.	Mar 1984		
52.232-17	Interest.	Apr 2014		
52.232-25	Prompt Payment.	Dec 2016		
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Mar 1984		
52.237-3	Continuity of Services.	Dec 1990		
52.242-13	Bankruptcy.	Jun 1995		
52.242-15	Stop-Work Order.	Jul 1989		
52.242-17	Government Delay of Work.	Mar 1984		
52.246-4	Inspection of Services-Fixed-Price.	Jul 1996		
52.246-25	Limitation of Liability-Services.	Jan 1997		
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Mar 2012		
52.249-8	Default (Fixed-Price Supply and Service).	Mar 1984		
52.232-37	Multiple Payment Arrangements.	Apr 1999		
52.232-39	Unenforceability of Unauthorized Obligations.	May 2013		
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (Deviation 2026-O0038)	Jan 2026		
52.244-6	Subcontracts for Commercial Products and Commercial Services. (Deviation 2026-O0038)	Jan 2026		
52.215-2	Audit and Records-Negotiation. (Deviation 2026-O0038)	Jan 2026		
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	Jan 2026		
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Deviation 2026-O0038)	Jan 2026		
52.210-1	Market Research. (Deviation 2026-O0038)	Jan 2026		
52.215-8	Order of Precedence-Uniform Contract Format. (Deviation 2026-O0038)	Jan 2026		
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	Jan 2026		
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications. (Deviation 2026-O0038)	Jan 2026		
52.215-19	Notification of Ownership Changes. (Deviation 2026-O0038)	Jan 2026		
52.215-23	Limitations on Pass-Through Charges. (Deviation 2026-O0038)	Jan 2026		
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts. (Deviation 2026-O0038)	Jan 2026		
52.233-1	Disputes. (Deviation 2026-O0038)	Jan 2026		
52.243-1	Changes-Fixed-Price. (Deviation 2026-O0038)	Jan 2026		
52.253-1	Computer Generated Forms. (Deviation 2026-O0038)	Jan 2026		
52.204-91	Contractor Identification. (Deviation 2026-O0038)	Jan 2026		

52.233-3	Protest after Award. (Deviation 2026-O0038) (Alternate I)	Jan 2026	Alternate I	Feb 2026
52.244-6	Subcontracts for Commercial Products and Commercial Services. (DEVIATION 2025-O0003)	Jan 2026	Deviation 2025-O0003	Mar 2025

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.232-7008	Assignment of Claims (Overseas).	May 1997		
252.233-7001	Choice of Law (Overseas).	May 1997		
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Dec 2022		
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies.	Dec 2022		
252.203-7004	Display of Hotline Posters.	Dec 2022		
252.204-7003	Control of Government Personnel Work Product.	Mar 1992		
252.201-7000	Contracting Officer's Representative.	Nov 1991		
252.222-7002	Compliance with Local Labor Laws (Overseas).	May 1997		
252.225-7041	Correspondence in English.	May 1997		
252.204-7006	Billing Instructions-Cost Vouchers	Apr 2023		
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Dec 2022		
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Dec 2022		
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Aug 2014		
252.225-7004	Report of Intended Performance Outside the United States and Canada - Submission after Award.	Jun 2024		
252.225-7005	Identification of Expenditures in the United States .	May 2005		
252.225-7012	Preference for Certain Domestic Commodities.	Mar 2022		
252.225-7048	Export-Controlled Items.	May 2013		
252.229-7014	Full Exemption from Two-Percent Excise Tax on Certain Foreign Procurements.	Sep 2022		
252.243-7001	Pricing of Contract Modifications.	Nov 1991		
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006, Revision 1)	Jan 2024	Deviation 2024-O0006	Feb 2024
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors.	Dec 2022		
252.240-7007	Prohibitions Relating to Chinese Military Companies. (DEVIATION 2026-O0025)	May 2026	Deviation 2026-O0025	Jun 2026

FAR Clauses Incorporated by Full Text

52.216-18 Ordering. (Jul 2020)

Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 March 2027 through 29 February 2028.

NOTE: If options are exercised, orders may be issued through the following dates:

Option Period #1, through 28 February 2029
Option Period #2, through 28 February 2030
Option Period #3, through 28 February 2031
Option Period #4, through 29 February 2032
Option Period #5, through 28 February 2033
Option Period #6, through 28 February 2034
Option Period #7, through 28 February 2035

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations. (Sep 1995)

Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 250,000 (JPY), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 35,000,000 (JPY);

(2) Any order for a combination of items in excess of Contract Not-To-Exceed (NTE) amount; or

(3) A series of orders from the same ordering office within five (5) business days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity. (Deviation 2026-O0038) (Jan 2026)

Indefinite Quantity (Feb 2026) (Deviation 2026-O0038)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion date specified in each task order.

(End of clause)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period specified in the Schedule; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 96 months.

(End of clause)

52.232-32 Performance-Based Payments. (Mar 2012)

PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments*. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.252-2 Clauses Incorporated by Reference. (Jan 1998)

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

(End of clause)

52.252-6 Authorized Deviations in Clauses. (Oct 2020)

Authorized Deviations in Clauses (Nov 2020)

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

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

(End of clause)

DFARS Clauses Incorporated by Full Text

252.217-7027 Contract Definitization. (Apr 2023)

CONTRACT DEFINITIZATION (MAY 2023)

(a) A ____ *[insert specific type of contract action]* is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include-

(1) All clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action;

(2) All clauses required by law on the date of execution of the definitive contract action; and

(3) Any other mutually agreeable clauses, terms, and conditions.

(b) The Contractor agrees to submit a ____ *[insert type of proposal; e.g., fixed-price or cost-and-fee]* proposal and certified cost or pricing data supporting its proposal. Notwithstanding FAR 52.216-26, Payments of Allowable Costs Before Definitization, failure to meet the qualifying proposal date in the contract definitization schedule could result in the Contracting Officer withholding an amount up to 5 percent of all subsequent requests for financing until the Contracting Officer determines that a proposal is qualifying.

(c) The schedule for definitizing this contract action is as follows *[insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data]*:

____
____
____

(d) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (c) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR subpart 15.4 and part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (e);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (d)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(e) The definitive contract resulting from this undefinitized contract action will include a negotiated ____ *[insert "cost/price ceiling" or "firm-fixed price"]* in no event to exceed ____ *[insert the not-to-exceed amount]*.

(End of clause)

252.229-7001 Tax Relief. (Mar 2020)

TAX RELIEF-BASIC (APR 2020)

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

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

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

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

(End of clause)

List of Contract Documents, Exhibits, or Attachments

No.	Attachment Name	Pages	Date
(1)	26R8711_eP1785810_PWS	629	20 January 2026
(2)	26R8711_eP1785810_J-0200000-12_ELIN	17 TABS	N/A
(3)	Exhibit A (Experience Project Data Sheet)	5	N/A
(4)	Exhibit B (Past Performance Questionnaire (PPQ))	6	N/A
(5)	Site-Visit Request Form	1	N/A
(6)	Pre-Proposal Inquiry (PPI) Form	1	N/A
(7)	Non-Disclosure Agreement (NDA)	5	N/A

ATTACHMENT RELEASE/ACCESS

Notice: DFARS 252.204-7000 Disclosure of information applies to all Documents, Exhibits, and Attachments as well as FAR 52.240-93 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 Safeguarding Covered Defense Information and Cyber Incident Reporting.

Attachments will be made available to Offerors in Contract Opportunities (https://sam.gov). The Offeror shall download Attachment (7) Non-Disclosure Agreement and submit the completed form to Ms. Hikari Yamanomoto via email at Hikari.Yamanomoto.LN@us.navy.mil. Upon notification of acceptance, the Offeror shall then submit a request for access to controlled documents for Attachments (1) through (6) in Contract Opportunities (https://sam.gov). The point of contact for all attachments is Ms. Hikari Yamanomoto via email at Hikari.Yamanomoto.LN@us.navy.mil.

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 52.240-93. Additional information is also available through the below web page.

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

NOTE: This solicitation includes Government furnished information (GFI) that requires unique handling, storage, marking, and/or release or dissemination procedures in accordance with Federal law and/or regulations and/or DoD policy. Contractor guidance on its duties and responsibilities with regard to GFI provided under this solicitation, which includes but is not limited to Controlled Unclassified Information (CUI) and/or Operations Security (OPSEC) (the CUI_OPSEC Guide) is located at the webpage indicated above and will be incorporated by reference into any resulting contract, task order, delivery order, etc..

The following provision and clause are applicable to this acquisition-- DFARS 252.204-7019 (Notice of NIST SP 800-171 DoD Assessment Requirements) and 252.204-7020 (NIST SP 800-171 DoD Assessment Requirements). The referenced provision and clause must be complied with to be eligible for award.

1. DFARS provision 252.204-7019, provides in relevant part as follows. If the offeror is required to implement NIST SP 800-171, the offeror must

have a current (not older than three years unless a lesser time is specified in the solicitation) NIST SP 800-171 DoD Assessment for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order to be considered for award. It also requires the contractor to post summary level scores of their NIST SP 800-171 Assessments in the Supplier Performance Risk System (SPRS) database.

2. DFARS clause 252.204-7020, provides in relevant part as follows. If applicable, requires the contractor to provide Government access to facilities, systems, and personnel necessary for DoD to conduct or renew a higher-level Assessment. The DFARS 252.204-7020 clause must be flowed down to all subcontractors (except COTS suppliers). The clause further directs that prime contractors are required to ensure that applicable subcontractors (i.e., those that must meet NIST SP 800- 171 requirements) have a current DoD Assessment posted in SPRS.

Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services. (Deviation 2026-O0038)	Jan 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7055	Representation Regarding Business Operations with the Maduro Regime.	Apr 2022		
252.204-7000	Disclosure of Information.	Sep 2016		
252.203-7005	Representation Relating to Compensation of Former DoD Officials.	Aug 2022		
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls.	Sep 2016		
252.204-7024	Notice on the Use of the Supplier Performance Risk System.	Feb 2023		
252.215-7016	Notification to Offerors-Postaward Debriefings.	Sep 2025		
252.225-7059	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region-Representation.	May 2023		

FAR Clauses Incorporated by Full Text

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

INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2026) (DEVIATION 2026-O0038)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

(End of provision)

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

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

Addendum to 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services

The Department of the Navy is requesting for offers for "MAINTENANCE FOR ELECTRICAL RECEIVING AND DISTRIBUTION SYSTEMS AND FACILITIES, AND SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AT THE U.S. NAVAL AIR FACILITY ATSUGI, JAPAN" BY COMBINATION CONTRACT FOR RECURRING WORK & NON-RECURRING WORK ITEMS.

1) AUTHORIZATION TO PERFORM
In accordance with DFARS 252.225-7042, the Offeror must be duly authorized to operate and to do business in Japan.

CONTRACTOR LICENSING REQUIREMENTS: Any contract resulting from this solicitation will be awarded and performed in its entirety in the country of Japan. Contractors 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 license prior to award of any contract to the contracting officer if such information is not already on file with or available to the contracting officer. Contractors must have a Japanese bank account in order to receive payment via DFAS Japan.

STATUS OF FORCES AGREEMENT: 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; nor will the U.S. Government certify any employees of a contractor as member of the Civilian Component under Article I(b) of the SOFA.

2) JOINT VENTURES (JV), LIMITED LIABILITY COMPANIES (LLC), LIMITED PARTENERSHIPS (LTD), etc.
Joint Ventures and Limited Liability Companies and Limited Partnerships shall submit the following additional documentation regarding their business entities with the offer:

a. A copy of the JV, LLC or LTD agreement.
b. 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 in terms of who will conduct, direct supervise, and control.
3) The structure and decision-making responsibilities of the partners/parties in terms of who will control the manner and method of performance of work.
4) Identify (by name and title) the personnel having the authority to legally bind the partners/parties (including authority to executed the contract documents and bonds).
c. A list of partners/parties, to include company name, Unique Entity ID (UEID) and CAGE numbers, address, point of contact, e-mail address, phone number and facsimile number.

NOTE: An offer may be rejected if the company name identified on the submittals and any bonds or guarantees is different from the JV, LLC or LTD name identified on the agreement.

3) PRE-PROPOSAL CONFERENCE / SITE VISIT
The clause at 52.237-1, Site Visit (APR 1984) is included in this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed.
Note:

(1) An organized site visit and pre-proposal conference have been scheduled for Tuesday, 18 August 2026.
Participants who require government escort will meet at 09:00 at NAF Atsugi Main Gate.
Participants who possess gate access will meet at 09:30 at Bldg. 89.

The Site Visit will start after the pre-proposal conference that will be held from 09:30 at Bldg. 89, No. 1 Conference Room. And then all participants will ride the Government's Bus to visit various job sites.

(2) Offerors interested in participating in the pre-proposal conference and the site visit shall submit their list of participants, Attachment (5); Site Visit Request Form, to Ms. Hikari Yamanomoto via email at Hikari.Yamanomoto.LN@us.navy.mil by Wednesday, 12 August 2026 at 10:00.

(3) Individuals are required to possess a Base Pass for the event. Individuals without a Base Pass will be escorted by Government personnel.

(4) Those participants who will need an escort must carry a valid picture IDs. The following links provide the list of Acceptable ID for NAF Atsugi access.

Japanese Nationals: https://cnrj.cnic.navy.mil/Portals/80/NAF_Atsugi/Images/Slide1.JPG
Non-Japanese Nationals: https://cnrj.cnic.navy.mil/Portals/80/NAF_Atsugi/Images/Slide2.JPG

Note: A driver's license which does NOT indicate the individual's nationality or permanent address is NOT considered a valid picture ID. A driver's license that does not indicate the individual's nationality or permanent address may be used if accompanied with Kisai-Inji-Hyo issued by Japanese Police Stations.

(5) There may not be any parking spaces available outside the NAF Atsugi for contractors to attend the site visit. Participants are advised to use Public Transportation or make other arrangements for arriving at NAF Atsugi.

(6) During the site visit, it is each individual's responsibility to determine and wear appropriate Personal Protection Equipment (PPE) in accordance with the latest EM385-1-1 (Safety and Health Requirements Manual). The Government/Navy will not provide PPE for persons attending the site visit.

(7) If proper PPE is not used, the individual may only be allowed to participate to a limited extent. At a minimum, wearing a safety helmet is required at all times during the site visit. It is the participants' responsibility to bring those appropriate PPE to attend the site visit.

Individuals may or may not be authorized to take photos during the site visit.

4) PRE-PROPOSAL INQUIRIES
All questions concerning this solicitation shall be addressed to Ms. Hikari Yamanomoto, via email at Hikari.Yamanomoto.LN@us.navy.mil , by Tuesday, 25 August 2026 at 10:00 (JST). All inquiries shall be submitted using Attachment (6) Pre-proposal Inquiry Form. Correspondence shall be in English ONLY in accordance with FAR 52.214-34 Submission of Offers in English Language and 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/ and PIEE solicitation module. The Government may not responded to inquiries submitted after the inquiry submission due date. All inquiries shall be submitted using Pre-Proposal Inquiry Form, Attachment (6). The Offeror must acknowledge any and all amendment issued under this solicitation by signing each SF30 (amendment) and submitting it with the proposal.

5) AMENDMENTS
Amendments will be posted to SAM https://www.sam.gov and PIEE solicitation module. It is the bidder's responsibility to check the website periodically for any amendments.

6) REQUIREMENT OF PROPOSALS

(1) Offerors shall comply with "Solicitation/Contract/Order for Commercial Items" (Standard Form 1449), Instructions, conditions and Notice to Offerors and Evaluation Factors for Award in the preparation of Proposals. Offerors must thoroughly and fully review the solicitation and its attachments.

(2) FORMAT

Price Factor and Non-Price Factor shall be separate attached files and shall be labeled accordingly. Non-Price proposal shall NOT contain any pricing information.

Exhibit Line Item Number (ELIN) sheet shall be submitted in Microsoft Excel format (*.xlsx) and all other files shall be Adobe PDF (*pdf) formatted.

Offerors should mark all electronic files with the solicitation number and should keep the file name as short as possible. Files with longer names may become corrupt or inaccessible.

(3) ENGLISH LANGUAGE
Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English will be rejected.

(4) PROPOSAL CURRENCY
Proposals shall be priced only in Japanese Yen. Proposals not price in Japanese Yen shall be deemed nonresponsive, and will not be eligible for award.

7) SUBMISSION OF PROPOSALS
All proposals (with all required supporting documentation) shall be electronically submitted through the Department of Defense (DoD) Solicitation Module in the Procurement Integrated Enterprise Environment (PIEE).

ANY PROPOSALS THAT ARE SUBMITTED OTHER THAN IN THE PIEE SHALL NOT BE CONSIDERED. IT IS THE CONTRACTOR'S RESPONSIBLITY TO ENSURE THAT PROPOSALS ARE SUBMITTED BEFORE THE PROPOSAL DUE DATE AS STATED IN THIS SOLICITATION.

In order to submit a proposal through the Solicitation Module in PIEE, you must have an active Proposal Manager Role in PIEE at https://piee.eb.mil/.

To upload the proposal in solicitation module in PIEE:

1. Ensure you have an active role as with 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 pre-filtered 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

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.

8) TIMELY RECEIPT OF PROPOSALS
Offerors shall ensure that proposals (with all required supporting documentation) are received by the Government no later than the date and time stated in Block 8 of the Standard Form (SF) 1449 unless revised by a formal amendment. Proposals not received by the date and time specified shall be treated in accordance with FAR 52.215-1 "Instruction to Offerors - Competitive Acquisitions" and may be rejected. It is the Offeror's responsibility to ensure timely proposal submission. An Offeror risks the late receipt and rejection of a proposal where it delays submitting its proposal until the last few minutes before the time set for receipt of proposals.

9) VALIDITY PERIOD OF PROPOSALS
By submitting a proposal, the Contractor agrees that their offer will remain valid and binding for a period of 120 calendar days, starting from the proposal's official closing date.

10) RESPONSIBILITY DETERMINATION
FAR 9.103 requires the Contracting Officer to make an affirmative determination of responsibility prior to making an award. FAR 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. The pre-award survey is not a part of the technical evaluation.

11) BONDING REQUIREMENTS
Performance bonds and bid guarantee are NOT required by this solicitation.

12) INCCURED EXPENSES
The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

13) NO ALTERNATE OR MULTIPLE PROPOSALS
Neither multiple proposals, not proposal variations or options, nor alternate or alternative proposals will be considered in the evaluation.

14) INFORMATION SECURITY: NOTICE OF NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) SPECIAL PUBLICATION (SP)800-171 DOD ASSESSMENT REQUIREMENTS

The following provision and clause are applicable to this acquisition-- DFARS 252.204-7019 (Notice of NIST SP 800-171 DoD Assessment Requirements) and 252.204-7020 (NIST SP 800-171 DoD Assessment Requirements). As prescribed by DFARS provision 252.204-7019, if the offeror is required to implement NIST SP 800-171, the offeror must have a current (not older than three years unless a lesser time is specified in the solicitation) NIST SP 800-171 DoD Assessment for each covered contractor information system that is relevant to the offer, contract, task order, or delivery order, in order to be considered for award. It also requires the contractor to post summary level scores of their NIST SP 800-171 Assessments in the Supplier Performance Risk System (SPRS) database.

For this solicitation, a minimum Confidence Level assessment of "Basic" as identified in the NIST SP 800-171 Assessment Report within the SPRS is required to be considered for award.

The Basic, Medium and High NIST SP 800-171 DoD Assessments are described in the NIST SP 800-171 DoD Assessment Methodology located at https://www.acq.osd.mil/asda/dpc/cp/cyber/safeguarding.html#nistSP800171

Guidance regarding the NIST SP 800-171 DoD Assessments can be found at https://www.sprs.csd.disa.mil/ .

Offerors are encouraged to seek guidance from their own legal or cyber-security compliance advisors for advice concerning the NIST SP 800-171 DoD Assessment requirements.

NOTE: The Government will not extend or delay the procurement for pending Contractor NIST SP 800-171 assessments

15) SYSTEM FOR AWARD MANAGEMENT REGISTRATION
All Offerors (i.e., whether individually or as a joint venture, etc.) responding to this solicitation must be registered and have an active status in the System for Award Management (SAM) database to be eligible for award and must have active Representation and Certifications in SAM.

For more information please go to https://www.sam.gov/, to by calling 866-606-8220 or 334-206-7828 for international call and complete the provisions associated with the annual representations and certifications identified in the Defense FAR Supplement (DFARS) Subpart 204.1202

An offeror is required to be registered in SAM when submitting its proposal, 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/proposal (select most appropriate) is submitted. Offerors with no active SAM registration upon receipt of their offer/quotation/proposal (select most appropriate) shall be considered ineligible for award. A contract cannot be awarded to a contractor not 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.

16) FAR PROPVISION 52.229-11 AND FAR CLAUSE 52.229-12

FAR provision 52.229-11 and FAR 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 an Offeror when it submits, with its offer, a U.S. Department of Treasury Internal Revenue Service (IRS) Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. If not submitted with the offer, 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:
To be determined at the time of contract award
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:
Box 15, Bldg. 89, Naval Air Facility, Ayase-shi, Kanagawa-ken 252-1101 Japan
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.

Offerors 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://www.navfac.navy.mil/navfac_worldwide/pacific/fecs/far_east/about_us/contractors_information.html

Evaluation - Commercial Products and Commercial Services

FAR Clauses Incorporated by Full Text

52.212-2 Evaluation-Commercial Products and Commercial Services. (Deviation) (Jan 2026)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The Government will evaluate the proposals in accordance with the criteria described herein, and award a Fixed Price (FFP), Indefinite-Delivery Indefinite-Quantity (IDIQ) contract for a recurring and non-recurring commercial items contract to the responsible Offeror, whose proposal conforms to all the terms and conditions of the RFP and is technically acceptable with the lowest evaluated price. Award will be made on the basis of the lowest evaluated price of proposal meeting or exceeding the acceptability standards for non-cost factors.

For this solicitation, (A) Price Factor and (B) Non-Price Technical Factors of (1) Corporate Experience, (2) Safety, and (3) Past Performance shall be used to evaluate offers:

(A) PRICE FACTOR

(i) Solicitation Submittal Requirements:

1. Standard Form (SF) 1449, Request for Proposal.

2. Copies of all amendments (if applicable) acknowledged.

3. Completed Attachment J-0200000-12, Exhibit Line Item Numbers (ELIN) worksheet in both Microsoft Excel and PDF format to support the amounts specified for each Contract Line Item Number (CLIN) in the solicitation. In the event that there is a difference between the SF1449 and the Microsoft Excel format version of the price proposal, the SF1449 price proposal will be held to be the intended offer and the total of the CLINs, SLINs, or ELINs will be recomputed accordingly.

Although not part of the price evaluation, Offerors shall also include the following items if available with their price proposal to assist the Government in validating eligibility to receive an award.

4. An informational page that contains following information:
i. Solicitation Number and Title
ii. Prime Contractor Name, address, phone number, point of contact and email address
iii. Unique ID number
iv. CAGE Code

5. Completed Representation and Certifications

6. A copy of a Joint Venture Agreement, Partnership Agreement and / or Teaming Agreement (if applicable). The JV of Partnership must be registered in the SAM database as the JV or Partnership. The SAM website is located at https://sam.gov/. Failure to submit the Joint Venture Agreement, Partnership Agreement or Teaming Agreement may result in the Offeror's proposal being rejected as non-responsible.

7. Financial Capability
Offerors shall provide evidence of financial capability. In accordance with FAR 9.104-1 responsibility determination, a contractor must have adequate financial resources to perform the contract. Offerors shall provide the latest three years complete fiscal year financial statements of 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 agreements 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 statement for each member of the Joint Venture.

8. Completed IRS Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payment, if applicable. If not submitted with the offer, exemption will not be applied to any resulting contract and the government will withhold a full 2 percent of each payment.

9. Business License
A valid Special Construction License (Tokutei-Kensetsu-Gyou-Kyoka) issued by the Minister of Land, Infrastructure, Transport and Tourism or a Prefectural Governor for both Electrical Construction (Denki-Kouji-Gyou) and Telecommunication (Denki-Tsuushin-Kouji-Gyou). English translation of the license is required.

(ii) Basis of Evaluation for Price Proposal

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, Evaluation of Options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

1. Comparison of proposed prices received in response to the solicitations.
2. Comparison of proposed prices received with the Independent Government Estimate.
3. Comparison of proposed prices with available historical information.
4. Comparison of market survey results.

NOTE: Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(B) NON-PRICE TECHNICAL FACTOR

Factor 1: Corporate Experience

(i) Solicitation Submittal Requirements

Use Attachment (C) "Exhibit A" (Experience Project Data Sheet) to submit projects for evaluation for following:

Submit a minimum of one (1) and maximum of five (5) relevant projects performed by the company as prime/sub-contractor or Joint Venture that are relevant to work requirements specified in the solicitation. Use one (1) data sheet for each project.

For the purposes of this evaluation, a relevant project is defined as follows (A) or (B):

(A)
a. A single project that encompasses both of the following: (1) Electrical receiving and distribution systems (including specific equipment such as substation, secondary substation); and (2) Supervisory Control and Data Acquisition (SCADA) system for utility management.
b. The project must have been completed, or be at least 80% complete, within ten (10) years prior to the issuance date of this solicitation.
c. The project must have an annual value of at least JPY 100,000,000 (including all option years).
d. At least one submitted project must demonstrate that the Electrical systems experience under (1) above is 80% or more, and that for the SCADA systems under (2) above is 20% or less.

(B)
a. Two or more separate projects that combined demonstrate experience in the following:
(1) Electrical receiving and distribution systems (including specific equipment such as substation, secondary substation); and
(2) Supervisory Control and Data Acquisition (SCADA) system for utility management.
b. The projects must have been completed, or be at least 80% complete, within ten (10) years prior to the issuance date of this solicitation.
c. At least one submitted project must demonstrate that the Electrical systems experience under (1) above with an annual value of 100,000,000 or greater; and At least one submitted project must demonstrate that the SCADA systems experience under (2) above with an annual value of 10,000,000 or greater.

Any project submitted in excess of five (5) will not be considered. If more than five (5) projects are submitted, only the first five (5) projects shall be considered.

A project is defined as work performed under a single task order or contract. For multiple award and indefinite delivery/indefinite quantity type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under a task order as a project.

If the Offeror is a Joint Venture (JV), relevant project experience should be submitted for projects completed by the JV entity. If the JV does not have shared experience, projects may be submitted for one of the JV members. Offerors are still limited to a total of five (5) projects.

If the Offeror would like to submit a project is completed or is completing as a member of a JV to show the Offeror's experience/capability, said project must clearly demonstrate the percentage of work performed by each firm in the JV, including the Offeror, and the Offeror must provide a detailed description of the work that it performed under the JV project. Furthermore, the value of the work performed by the Offeror must meet the monetary thresholds defined in (A) or (B) of (i) Solicitation Submittal Requirements above. This value shall represent the actual amount of work executed by the Offeror rather than the total overall contract value. Note: Offerors failing to submit the information requested will be considered to have not met the requirements of Factor 1 and shall be assessed a Deficiency and rated as unacceptable.

If the Offeror would like to submit a project is completed or is completing as a subcontractor to show the Offeror's experience/capability, the Offeror must provide a detailed description of the work that it performed as a subcontractor. Furthermore, the value of the work performed by the Offeror must meet the monetary thresholds defined in (A) or (B) of (i) Solicitation Submittal Requirements above. This value shall represent the actual amount of work executed by the Offeror rather than the total overall contract value. Note: Offerors failing to submit the information requested will be considered to have not met the requirements of Factor 1 and shall be assessed a Deficiency and rated as unacceptable.

If an Offeror is utilizing experience information of affiliates/ subsidiaries/ parent/ LLC/ LTD member companies, predecessor companies, or subcontractors (i.e. any office(s) of the Offeror other than the one submitting the current proposal as stated on the SF1449), the proposal shall clearly demonstrate that the affiliate/subsidiary/parent/predecessor firm or subcontractors will have meaningful involvement in the performance of the contract in order for the experience information of the affiliate/ subsidiary/ parent/ LLC/ LTD/ predecessor member companies or subcontractors to be considered. The proposal shall state specific commitments of technical resources (e.g. personnel, equipment) that the affiliate/ subsidiary/ parent/ LLC/ LTD/ predecessor member companies or subcontractor commit to the performance of this contract. In particular, the proposal will clearly state the specific commitments of resources of the affiliate/ subsidiary/ parent/ LLC/ LTD/ predecessor companies or subcontractor that will be located at the worksites and company offices in the city/area of the contract. The proposal shall also describe specific roles of the affiliate/subsidiary/ parent/ LLC/ LTD/ predecessor member companies or subcontractors in terms of the work it will either self-perform or manage on behalf of the Offeror in

performance of the contract. Note: Offerors failing to submit the information requested will be considered to have not met the requirements of Factor 1 and shall be assessed a Deficiency and rated as unacceptable.

(ii) Basis of Evaluation:

The Government is seeking to determine whether the Offeror has demonstrated relevant experience as defined herein.
An Offeror will be rated "Acceptable" if the Offeror's submittal contains at least one (1) and maximum five (5) relevant projects that meet the definition of a relevant project as defined in the solicitation submittal requirements.
An Offeror will be rated "Unacceptable" if it fails to meet the requirements to be rated acceptable described above.

A proposal receiving an "Unacceptable" evaluation rating for Factor 1 will be ineligible for award.

Factor 2: Safety

(i) Solicitation Submittal Requirements:

The Offeror shall submit the following information:
(1) The total numbers of Employee Labor Hours Worked for the specified five (5) Calendar Years (CY);
(2) The numbers of work-related "Fatal (death)" cases for the specified five (5) CY;
(3) The numbers of work-related "Lost Work Day*" injury/illness cases for the specified five (5) CY;
(4) The numbers of work-related "No-Lost Work Day" injury/illness cases beyond first-aid** and loss of consciousness for the specified five (5) CY; and
(5) A Technical Approach to Safety narrative.

* Lost Work Day:
The date of injury or onset of illness is not counted as lost workday.

** First-aid:
- Using a non-prescription medication at nonprescription strength (for medications available in both prescription and non-prescription form, a recommendation by a physician or other licensed health care professional to use a non-prescription medication at prescription strength is considered medical treatment for recordkeeping purposes);
- Administering tetanus immunizations (other immunizations, such as Hepatitis B vaccine or rabies vaccine, are considered medical treatment);
- Cleaning, flushing or soaking wounds on the surface of the skin;
- Using wound coverings such as bandages, Band-Aids(TM), gauze pads, etc.; or using butterfly bandages or Steri-Strips(TM) (other wound closing devices such as sutures, staples, etc., are considered medical treatment);
- Using hot or cold therapy;
- Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc. (devices with rigid stays or other systems designed to immobilize parts of the body are considered medical treatment for recordkeeping purposes);
- Using temporary immobilization devices while transporting an accident victim (e.g., splints, slings, neck collars, back boards, etc.).
- Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister;
- Using eye patches;
- Removing foreign bodies from the eye using only irrigation or a cotton swab;
- Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means;
- Using finger guards;
- Using massages (physical therapy or chiropractic treatment are considered medical treatment for recordkeeping purposes); or
- Drinking fluids for relief of heat stress.

1. Submit the numbers of Labor Hours and Fatal (death), Lost Work Day (Lost D) and No-Lost Work Day (No-Lost D) cases using the table below.

Calendar Year (Jan - Dec)	20XX	20XX	20XX	20XX	20XX
(1) Labor Hrs	hrs	hrs	hrs	hrs	hrs
(2) Fatality	Case(s)	Case(s)	Case(s)	Case(s)	Case(s)
(3) Lost D	Case(s)	Case(s)	Case(s)	Case(s)	Case(s)

(4) No-Lost D	Case(s)	Case(s)	Case(s)	Case(s)	Case(s)

a. If the Offeror has no data, for any year, affirmatively state so and explain why.
b. Any fatalities (death cases) experienced within this 5-year period must be explained in detail to include root cause and corrective actions.

NOTE 1: For a partnership or joint venture, the Offeror shall submit separate numbers of hours and cases for the specified five (5) CY for each contractor who is part of the partnership/joint venture; however, only one safety narrative is required.
NOTE 2: Hours and cases for subcontractors shall not be included.

2. Technical Approach to Safety (5): Submit a narrative that addresses the following:

a. Describe the Offeror's approach to implementing and executing a Safety Management System (SMS) including 1) Management/Leadership involvement, 2) Employee involvement, 3) Hazard prevention, 4) Hazard control, 5) Worksite analysis, and 6) Safety and health training, to include the standard(s) used to benchmark the SMS.
b. Describe the evaluation process used to select potential subcontractors.
c. Describe the processes of how the Offeror will oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own employees).
d. The Technical Approach to Safety narrative shall be limited to two (2) single-sided pages or one (1) double-sided page.

NOTE: For a partnership or joint venture, only one safety narrative is required.

3. The Government reserves the right to review other available sources (public and Government internal) of information. These may include but are not limited to NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), and public information of suspension of eligibility for participation in bid on public works contracts, etc.

(ii) Basis of Evaluation:

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. To meet the minimum requirements, the Offeror must demonstrate the following:

1. Total Case Rate (TCR) at or below **4.49**
2. Lost Time Incident Rate (LTIR) at or below **2.99**

NOTE: If the Offeror's rates exceed the established levels above for any of the five (5) years, it will result in a deficiency.

3. Technical Approach to Safety

a. Offeror describes a viable SMS that addresses elements; such as 1) Management/Leadership involvement, 2) Employee involvement, 3) Hazard prevention, 4) Hazard control, 5) Worksite analysis, and 6) Safety and health training, to include the standard(s) used to benchmark the SMS.

b. Offeror describes a methodical process of evaluating subcontractor's safety performance in their selection process.

c. Offeror describes a logical management plan to hold both themselves and their subcontractors accountable for adhering to the safety requirements of the contract.

4. The Government reserves the right to review other available sources (public/Government internal) of information. These may include but are not limited to OSHA data, NAVFAC's Contractor Incident Reporting System (CIRS), Contractor Performance Assessment Reporting System (CPARS), Electronic Contract Management System (eCMS), and public information of suspension of eligibility for participation in bid on public works contracts, etc.

Factor 3: Past Performance

(i) Solicitation Submittal Requirements:

Offerors shall clearly demonstrate a history of performance on contracts/projects that demonstrates experience in performing work similar to that described in the definition of a relevant project shown above. The Offeror shall submit past performance information for each project included in its proposal for Factor 1, Corporate Experience. If a completed CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, the Past Performance Questionnaire (PPQ) included in the solicitation as Attachment D is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its proposal for Factor 1, Corporate Experience. An Offeror should not submit a PPQ when a completed CPARS evaluation is available. Ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQ.

Completed PPQs should be submitted with your proposal. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Ms. Hikari Yamanomoto, via email at hikari.yamanomoto.ln@us.navy.mil prior to proposal closing date. Offeror's shall not incorporate by reference into their proposal PPQs or CPARS previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance

evaluation.

Offerors may provide any information on problems encountered and the corrective actions taken on projects submitted under Factor 1 - Corporate Experience. Offerors may also address any adverse past performance issues. Explanations shall not exceed one page.

Performance recognition/award(s) or additional similar information submitted will not be considered.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE /DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Responsibility/Qualification (RQ, former Federal Awardee Performance and Integrity Information System (FAPIIS)), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

(ii) Basis of Evaluation:

The Government is seeking to determine if the Offeror has recent and relevant past performance information that pertain to the requirement outlined in the solicitation. The past performance evaluation results in an assessment of the Offerors probability of meeting the solicitation requirements. The evaluation will consider how well the Offeror performed relevant projects submitted under Factor 1 and may also consider past performance on other projects currently documented in known sources.

The Government will consider the recency and relevancy of the information, the source of the information, context of the data, and general trends in the Offeror's performance. This evaluation is separate and distinct from the Offeror's responsibility determination. The assessment of the Offeror's past performance will be used as a means of evaluating the Offeror's probability to successfully meet the requirements of the solicitation.

The Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, FAPIIS, eSRS, performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance record in terms of quality, schedule and management.

An Offeror will be rated "Acceptable" if, based on the Offeror's performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offeror's performance records is unknown. An Offeror will be rated "Unacceptable" if, based on the Offeror's performance record, the Government does not have a reasonable expectation that the Offeror will be able to successfully perform the required effort.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or is so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.202(c)(1)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability /unacceptability, "unknown" shall be considered "Acceptable."

A proposal receiving an "Unacceptable" evaluation rating for Factor 3 will be ineligible for award.

An overall non-price factors rating must be at least "ACCEPTABLE" in order to be eligible for award. An "UNACCEPTABLE" rating in any factor results in the overall non-price factors proposal being rated "UNACCEPTABLE" unless corrected through discussions. An overall non-price factors rating of "UNACCEPTABLE" makes a proposal ineligible for award.

(End of provision)

Addendum to Evaluation - Commercial Product and Commercial Services

BASIS FOR CONTRACT AWARD

1. Evaluation Method:

This solicitation will result in a contract award based on the Lowest Price Technically Acceptable (LPTA) method. Award will be made to the responsible Offeror whose proposal meets all technical requirements and represents the lowest evaluated price. For this solicitation, the Government will evaluate both the Price Factor and the Non-Price Technical Factors of (1) Corporate Experience, (2) Safety, and (3) Past Performance as described under 52.212-2 of this solicitation.

2. Government Right:

The Government reserves the right to eliminate any or all offers prior to award, to waive minor informalities, and to conduct discussions if determined necessary by the Contracting Officer. While the Government intends to make award without discussions with offerors (except clarifications as described in FAR 15.202(2)), if discussions are conducted, the final award will still be based on the lowest priced technically acceptable proposal as revised through discussions.

3. Evaluation Process:

At the discretion of the Contracting Officer, proposals may be evaluated sequentially, beginning with the lowest priced offer as described in FAR 15.103-2. If that proposal is not technically acceptable, the next lowest priced proposal will be evaluated, and so forth, until a technically acceptable proposal is identified.

Offeror Representations and Certifications - Commercial Products and Commercial Services

Addendum to Solicitation Provisions

FAR Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
52.214-34	Submission of Offers in the English Language.	Mar 1991		
52.237-1	Site Visit.	Mar 1984		
52.232-38	Submission of Electronic Funds Transfer Information with Offer.	Jun 2013		
52.222-50	Combating Trafficking in Persons. (Deviation 2026-O0038)	Jan 2026		
52.215-1	Instructions to Offerors-Competitive Acquisition. (Deviation 2026-O0038)	Jan 2026		
52.215-22	Limitations on Pass-Through Charges-Identification of Subcontract Effort. (Deviation 2026-O0038)	Jan 2026		
52.217-5	Evaluation of Options. (Deviation 2026-O0038)	Jan 2026		
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (Deviation 2026-O0038)	Jan 2026		
52.233-2	Service of Protest. (Deviation 2026-O0038)	Jan 2026		
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.	Dec 2016		
52.204-7	System for Award Management-Registration. (Deviation 2026-O0038)	Jan 2026		
52.240-90	Security Prohibitions and Exclusions Representations and Certifications. (Deviation)	Jan 2026		

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.215-7013	Supplies and Services Provided by Nontraditional Defense Contractors.	Dec 2022		
252.225-7003	Report of Intended Performance Outside the United States	Sep 2025		
252.225-7042	Authorization to Perform.	Mar 2003		
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)	Mar 2021	Deviation 2021-O0003	Apr 2021
252.225-7976	Contractor Personnel Performing in Japan (DEVIATION 2018-O0019)	Jul 2018	Deviation 2018-O0019	Aug 2018
252.206-7000	Domestic Source Restriction.	Jul 2023		
252.240-7996	Prohibition on Contract Awards to Chinese Military Companies--Representation. (DEVIATION 2026-O0025)	May 2026	Deviation 2026-O0025	Jun 2026
252.240-7995	Prohibition on Contract Awards with Entities That Contract with Lobbyists for Chinese Military Companies--Representation. (DEVIATION 2026-O0025)	May 2026	Deviation 2026-O0025	Jun 2026

FAR Clauses Incorporated by Full Text

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

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

The Government contemplates award of a Firm-Fixed Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ) contract resulting from this solicitation.

(End of provision)

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

52.252-1 Solicitation Provisions Incorporated by Reference. (Jan 1998)

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

(End of provision)

52.252-5 Authorized Deviations in Provisions. (Oct 2020)

Authorized Deviations in Provisions (Nov 2020)

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

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

(End of provision)

DFARS Clauses Incorporated by Full Text

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

252.204-7998	**Alternate A, Annual Representations and Certifications. (DEVIATION 2026-O0043)**	**(Jan 2026)**	**Alternate A Deviation 2026-O0043**	**(Feb 2026) (Feb 2026)**

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: [*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.

(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)