AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
J	1		12

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0002	29 May 2026	See Continuation Sheet	SSU SN 27-003

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
NAVSUP FLT LOG CTR YOKOSUKA PSC 473 BOX 11, FPO AP 96349-1500 FPO, AP 96349-1500 UNITED STATES Keiko D'Agostino, Email: keiko.dagostino.civ@us.navy.mil Telephone: 315-421-2839	N62649	SCD: PAS:	

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*

CODE | FACILITY CODE

(X)

☒ 9A. AMENDMENT OF SOLICITATION NUMBER: N6264926RL006

9B. DATED *(SEE ITEM 11)*: 14 May 2026

☐ 10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

See Section G - Contract Administration Data

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

See Schedule

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Keiko D'Agostino	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	29 May 2026

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Block 14 (Description of Amendment/Modification): Vessel: USNS JOHN LEWIS (T-AO 205)
Specification: SSU SN 27-003

The purpose of this amendment is as follows:

1) Add the following Work Items (WI) to J-1 WI Specification Package SSU 27-003:
WI 0110, WI 0163, WI 0178, WI 0406, WI 0465, WI 0518, WI 0624, WI 0670, WI 1050, and WI 1074;
2) Revise the following WIs to J-1 WI Specification Package SSU 27-003:
WI 0011, WI 0118, WI 0201, WI 0512, WI 0517, WI 0524, WI 0527, WI 0558, and WI 0561B;
3) Remove the following WIs from J-1 WI Specification Package SSU 27-003:
WI 0507 and WI 0578;
4) Section A - add Paragraphs 6 and 7;
5) Section G - add Paragraph G-4.0;
6) Section H - replace Paragraph H-1.0 with "Reserved";
7) Section I - remove DFARS 252.225-7001 Buy American and Balance of Payments Program;
8) Section J - add J-10 Q&A Matrix 29MAY2026; and
9) Section K - remove DFARS 252.225-7000 Buy American -- Balance of Payments Program Certificate.

Section A - Solicitation/Contract Form

The following changes have been made:

Miscellaneous text in this section has been modified to:

USNS JOHN LEWIS (T-AO 205) MID-TERM AVAILABILITY (MTA)

1. USNS JOHN LEWIS (T-AO 205): NAVSUP Fleet Logistics Center Yokosuka (NAVSUP FLCY), Site Singapore has a new requirement in support of the USNS JOHN LEWIS (T-AO 205). The repair and maintenance package of work items are included as SSU SN 27-003.

2. PERIOD OF PERFORMANCE: 15 September 2026 – 14 November 2026 (15 November 2026 -29 November 2026 with option)

3. PLACE OF PERFORMANCE: U.S. 7th Fleet Area of Responsibility (AOR) with geographical restriction excluding performance in India.

4. OFFER: Offerors must provide all information required by this solicitation no later than 15 June 2026 at 10:00 AM Singapore Standard Time.

5. WORK ITEM INFORMATION:
a. Any work item priced based on an estimated quantity/scope will be balanced at the completion of the availability via a contract modification.

b. References in the Work Items will be provided to offerors via DoD safe (a web-based tool that provides users the capability to securely send and receive large files, including files that are too large to be transmitted via email.) Please email request for references to: Keiko D'Agostino, Contracting Officer, keiko.dagostino.civ@us.navy.mil.

6. CONDITIONAL PROVISIONS AND CLAUSES: This solicitation contains the mandatory provisions and clauses, as well as conditional provisions and clauses (e.g., clause at H-3.0 Applicable to Contracts Performed in Japan; clause at H-4.0 Applicable to Contracts Performed in Korea). Conditional provisions and clauses are self-deleting if they do not apply.

7. SMALL BUSINESS CONCERNS: If the government receives offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery; no offers received from other than small business concerns will be considered for award. In such event, FAR provision 52.219-6 (Notice of Total Small Business Set-Aside) shall be considered incorporated by reference.

If the Government does not receive offers from two or more responsible small business concerns that are competitive in terms of market price, quality, and delivery; all offers, including offers from other than small business concerns, will be considered for award.

Section G - Contract Administration Data

Miscellaneous text in this section has been modified to:

G-1.0 Designated Invoice Office

The Contractor shall submit its invoice, as described in "Invoice Information" below, and Material Inspection and Completion Report as part of submission of payment request made using Wide Area Work Flow (WAWF). In addition, Contractor shall submit its invoice and documents via email to the following:

Mr. Brendan Donovan, brendan.j.donovan.civ@us.navy.mil
MSCFE-Singapore-N8@us.navy.mil

Invoice Information
Pursuant to the requirements of FAR 52.232-25 Prompt Payment (JAN 2017), a proper invoice must include following information:

(a) Name and address of the Contractor;
(b) Invoice date;
(c) Invoice number;
(d) Contract number or other authorization for supplies delivered or services performed (including order number, contract line item number (CLIN) and, if applicable, the contract subline item number (SLIN);
(e) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
(f) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms) and the accounting classification reference number (ACRN) as identified on the financial accounting data sheets. The bill of lading number and weight of shipment will be shown for shipments on Government bills of lading;
(g) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
(h) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice; and
(i) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

G-2.0 Designated Payment Office

Payment will be made by the following office or as otherwise specified in the contract at each Site

N50082
ACCOUNTS PAYABLE NAVY ERP
PO BOX 2050
5450 CARLISLE PIKE
MECHANICSBURG, PA 17055-0791

G-3.0 Payment Method

(a) Payment will be made by Wide Area WorkFlow (WAWF).
(b) If payment by WAWF applies, payment shall be made in accordance with DFARS 252.232-7006 Wide Area Work Flow Payment Instructions, PGI 232.70 Electronic Submission and Processing of Payment Requests and Receiving Reports, and https://piee.eb.mil.

G-4.0 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - FEDERAL RESERVE WIRE TRANSFER SYSTEM (NAVSUPFLCY MAR 2026)

(a) Definitions.
Beneficiary, as used in this clause, means the name of the owner of the bank account designated to receive the payment. This name must exactly match the name on the bank's account records.

International Bank Account Number (IBAN), as used in this clause, means and international standard for identifying a specific bank account, used for transactions involving European, Middle Eastern, and other participating countries.

Recipient, as used in this clause, means the contractor who is the legal entity entitled to payment under the terms of this contract.

Sort Code, as used in this clause, means a six-digit number that identifies a specific bank and branch location within the United Kingdom.
SWIFT Code, as used in this clause, means the Society for Worldwide Interbank Financial
Telecommunication code, an 8 or 11-character code that identifies a specific bank for international transactions. This may also be known as the Bank Identifier Code (BIC).

Unique Entity ID (UEI), as used in this clause, means the official identifier assigned by the System for Award Management (SAM.gov) to all entities doing business with the federal government.

(b) Information Submission. The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract

award and before submission of the first request for payment. The bank designated as the receiving bank must be capable of receiving Federal wire transactions via either a SWIFT Code or an IBAN.

(c) Changes to Information. Any change by the Contractor in the designation of the bank account to receive electronic transfer of funds in accordance with this provision must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(d) No Assignment of Funds. The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

COMPLETE THE FOLLOWING INFORMATION (TYPE WRITTEN OR CLEAR PRINTING)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)
CONTRACT NUMBER: _____ (Contracting Officer fill-in)

RECIPIENT'S CAGE CODE: _____
[ ] CHECKING TYPE 22 (Payment is a standard ACH credit to a checking account)
[ ] SAVINGS TYPE 32 (Payment is a standard ACH credit to a savings account)

RECIPIENT'S UEI NUMBER: _____

BENEFICIARY'S BANK NAME: _____
(DO NOT EXCEED 29 CHARACTERS)
BENEFICIARY'S BANK ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

_____
(DO NOT EXCEED 25 CHARACTERS)

BENEFICIARY'S BANK ACCOUNT NUMBER: _____

BENEFICIARY'S BANK SWIFT NUMBER: _____
(EITHER 8 OR 11 CHARACTERS ONLY)

IBAN NUMBER: _____ (If applicable)

BENEFICIARY'S BANK SORT CODE: _____ (If applicable)
(6 CHARACTERS ONLY)

(e) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____

SIGNATURE _____

(f) Notwithstanding any other provision of the contract, the requirements of this provision shall control.

Section H - Special Contract Requirements

Miscellaneous text in this section has been modified to:

H-1.0 RESERVED

H-2.0 EXTENSION OF COMMERCIAL WARRANTY (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

H-3.0 Applicable to Contracts Performed in Japan: HISTORIC AND CULTURAL RESOURCES

If ship repair work is being performed in and around potentially significant historic buildings and structures (cultural properties) such as Dry Docks 1 through 6 and Cave 682 in Yokosuka Base, the contractor shall avoid changing the original materials and finishes used in the properties. If work is being performed to repair or change a historical building/structure, the contractor shall submit design drawings, floor plans, and other relevant operational details to the CFAY Cultural Resource Manager through the Contracting Officer for review and approval prior to the commencement of work.

If work is being performed on a cultural or historical asset, such as a historical building/structure or archeological site, special precautions may be necessary. The contractor shall submit design drawings, floor plans, and other relevant operational details to the CFAY Cultural Resource Manager through the Contracting Officer for review and approval prior to the commencement of work. The contractor shall contact the CFAY Cultural Resources Manager through the Contracting Officer to determine if the work involves any archaeological, historical or cultural assets.

The contractor must conduct an archaeological monitoring by a qualified archaeologist for the planned excavations. During the monitoring, use of flat bladed bucket is required for backhoe operations. If any cultural/historical artifacts/assets include brick structures, manufactures plates indicating years before 1945 on the machines and equipment are discovered during work, the contractor shall notify the Public Works Department (PWD) Environmental Cultural Resources Manager Environmental Branch

Cultural Resources Manager (DSN 243-5136/COMM 046-816-5136) through the Contracting Officer, secure the discovery area, and continue to work around the secured area until further direction from the PWD Environmental Cultural Resources Manager Environmental Branch Cultural Resources Manager through the Contracting Officer.

If the items need to be temporarily removed, carefully protect them from disturbance, including weather conditions, unforeseen traffic, and pilfering. The PWD Environmental Cultural Resources Manager Environmental Branch Cultural Resources Manager through the Contracting Officer will provide further direction/guidance on how to protect the items. The Government retains ownership and control over historical and archaeological resources.

The contractor shall carefully protect in-place and report immediately to the Contracting Officer historical and archaeological items or human skeletal remains discovered in the course of work. Upon discovery, the contractor shall notify Cultural, Historical, and/or Natural Resources (CHNR) Manager (DSN 243-5136/COMM 046-816- 5136) through the Contracting Officer, secure the discovery area, and continue to work around the secured area. The Government retains ownership and control over historical and archaeological resources."

JAPANESE CONCILIATION PROCEDURES

(a) Except as otherwise provided in this contract any disagreement arising under this contract which is not resolved by the parties to this contract may be submitted to the US-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. Request by the Contractor for conciliation shall be made in accordance with the procedures provided herein.

(b) In the event the Contractor desires conciliation after the decision of the Contracting Officer has been served upon him, he will first file his appeal from such findings of fact within the time limits described therein before filing request for conciliation with the Joint Committee and then request for appellate authority under the clause of this contract entitled Disputes to suspend its action on his appeal until such time as the Joint Committee has had an opportunity for effecting conciliation.

(c) The request for conciliation will be submitted by the Contractor through the nearest local Japanese Defense Facilities Administration Bureau to the Contract Conciliation Panel of the Joint Committee. Upon the filing of the request with the Joint Committee, the Contractor will immediately notify the Contracting Officer in writing that the request for conciliation has been filed.

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

(e) In the event the Contractor who has submitted a request for conciliation to the Joint Committee under subparagraph (b) above desires, notwithstanding the pending request for conciliation, that action by the appropriate authority under the clause of this contract entitled Disputes be resumed on his appeal, it is his responsibility to so request the said authority in writing. The Joint Committee shall be immediately informed by the Contractor of his action taken hereunder.

(f) No request for conciliation can be submitted to the Joint Committee in the case of a dispute upon which the final decision of the appropriate authority under the clause of this contract entitled Disputes has been rendered. Pending the hearing of conciliation panel the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
The provisions of this clause shall not prejudice any right which the parties to the contract may have to file a civil suit.

CONSUMPTION TAX

(a) The Governments of the United States and Japan have agreed that this contract is exempt from the Japanese Consumption Tax. In accordance with paragraph (c) of the clause FAR 52.229-6, "TAXES -- FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)," the offerors or quoters shall not include the Consumption Tax (including underlying taxes) in their proposal or quotations. By submission of your proposal or quotation, you are certifying that your proposal or quotation does not contain any such tax. The following U.S. Government (USG) proof of purchase forms shall be used to claim the exemption at tax offices:

USG Standard Form 1034
USG Standard Form 1113
USG Standard Form 44
Department of Defense Form 1155
Navy Comptroller Form 2277

(b) The Contractor shall retain the appropriate USG proof of purchase forms set forth above for a period of seven (7) years. In addition, the Contractor shall maintain adequate records containing all pertinent information with regard to the claiming of Consumption Tax exemptions related to this contract. These records shall be subject to review by the Contracting Officer, or his or her designated representative, at any time up to seven (7) years from the date of final payment under this contract.

(c) Any questions concerning the applicability of the Consumption Tax should be directed to the appropriate local tax office.

CUSTOMS AND TAX EXEMPTION

(a) The Contractor shall, notwithstanding any other clause in this contract to the contrary, be required to submit a request in writing to the Contracting Officer for issuance of a Tax Exemption Certificate for any import duties and all taxes paid or to be paid from which the U.S. Government is entitled to an exemption. These taxes and duties are enumerated in Article XII of the Status of Forces Agreement under Article VI of the Treaty of Mutual Cooperation and Security between the Governments of the United States of America and Japan, regarding facilities areas and the status of United States Armed Forces in Japan. The Contractor's request shall include the following information:

(1) Name of contractor;
(2) Contract number and job order number (if applicable);
(3) Nomenclature of taxable material to be delivered and intended use;
(4) Quantity of taxable material used or to be delivered; and
(5) Period of taxable material use.

(b) In the case of gasoline and other petroleum products, the Contractor shall be responsible for making every reasonable effort to determine the accuracy of his figures on consumption. In this regard, the Contractor shall, upon request of the Contracting Officer, present all available data used by the Contractor as the basis for determining such figures. The Contractor shall be required to maintain adequate records containing all pertinent information with regard to the above requirements. Further, these records shall be subject to review by the Contracting Officer at any time up to three years from the date of final payment under this contract.

H-4.0 Applicable to Contracts Performed in Korea: EXEMPTION FROM KOREAN TAXES FOR SPECIAL EXCISE TAXED ITEMS USED ON THIS CONTRACT

This clause is in implementation of Article XVI of the status of Forces agreement between the Republic of Korea and the United States of America granting contractors exemption from Republic of Korea Special Excise Taxes. At the time this contract is awarded the Contractor will indicate to the Contracting Officer, which items he will purchase for the contract are subject to special excise tax. He will indicate the name of the item, the number of Units to be purchased the cost per unit without tax, the percentage of tax, the tax amount per unit, the total tax, and the manufacturer of the item. The Contracting Officer will verify the reasonableness of the quantities claimed. The Contractor will purchase the special excised taxed items from the Item manufacturer tax inclusive. For construction and single delivery type supply and services contracts he will employ the following procedure: At the time he purchases the items he will present the manufacturer with a notification letter requesting refund of the special excise tax. (Copies of this letter can be obtained from the COMFLEACT Chinhae Contracting Officer).

The manufacturer will endorse the letter to the Manufacture's District Tax Office which will make refund to the manufacturer. The manufacturer will make subsequent refund to the Contractor. Request for refund under requirement Type contracts will be submitted monthly and will be accompanied by copies of the USFK delivery orders issued during the monthly period.

EXEMPTION FROM KOREAN TAXES FOR VALUE-ADDED TAXED ITEMS USED ON THIS CONTRACT.

These clauses implement Article XVI of the Status of Forces Agreement between the Republic of Korea and the United States of America, which exempts Contractors from paying the Republic of Korea value-added taxes. When the Contractor submits an offer, he shall certify to the Contracting

Officer that all the costs in the offer will be exclusive of any valued-Added Tax and further, that the proposed contract price including no valued-added tax. Contractor shall also indicate the amount and type of value-added taxes excluded from the contract price. If supplies or services, which the Contractor purchases for this contract, include value-added taxes, he can obtain a full refunded for the amount of the value-added Taxes from his ROK District Tax Office. Contractor can receive value[1]added taxes refunds by submitting to ROK District Tax Office, tax invoices, which he receives when he Purchases materials or services for this contract. The contractor must submit a copy of the USFK contract with his first tax invoice submission. Subsequent tax invoice submission must be accompanied by a letter which references the USFK contract submitted with the first tax invoice submission.

H-5.0 PREVENTION OF THE DISCHARGE OF OIL AND HAZARDOUS SUBSTANCES

(a) Policy. In compliance with Executive Order Number 11752 (38 F.R. 34793), the policy of the Department of the Navy (DON) is to conform to the provisions of the Federal Water Pollution Control Act, as amended (Title 33 U.S.C. 1251 et seq), and the Oil Pollution Act of 1990, as amended (Title 33 U.S.C. 2701 et seq), insofar as these Acts prohibit the discharge of oil, oily mixtures, and hazardous substances, and regardless of whether or not these Acts pertain specifically to the Naval vessel and shore activities. The prescribed clause is intended to implement that policy with respect to the ship(s) being constructed or undergoing repair and overhaul under this contract.

(b) Definitions. For the purpose of this clause, the terms "oil," "oily mixtures," "hazardous substance," and "discharge" shall have the meanings as defined in the Acts referred to in paragraph (a) of this clause and other environmental statutes.

(c) Trials. Prior to commencement of any dock or sea trials hereunder, the contractor shall assure the Administrative Contracting Officer (ACO) by demonstrations, completed test memoranda, or other means reasonably acceptable to the COR that all equipment, the function of which is to prevent the accidental discharge of oil, oily mixtures, or hazardous substances from the ship, that the contractor shall be required by the specifications to install, are fully operable.

(d) Reports. The contractor shall, as soon as it has knowledge of any discharge of oil, oily substance, or hazardous substance from the ship, immediately notify the ACO thereof and shall immediately take all reasonable steps to prevent further discharge. Within 24-hours thereafter, the contractor shall file with the ACO the "Oil or Hazardous Substance Discharge Report."

(e) Liability. The contractor shall not be liable for the costs incurred by the Government for the removal of such oil, oily mixture, or hazardous substance, except that the contractor shall be liable to the Government for all such costs of removal where such discharge was the result of willful negligence or willful misconduct within the privity and knowledge of the contractor.

H-6.0 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the contracting officer. Such approval may be given only in circumstances where it is clear that no laws and no DOD or Navy instructions, regulations, or policies are contravened and no appearance of a conflict of interest will result.

H-7.0 TIME-AND-MATERIALS GROWTH CLIN

(a) This contract will utilize a Time-and-Materials (T&M) Growth CLINs 0003 and 0004 which are funded to accommodate the anticipated growth work that may arise during the performance of the specified Work Items (WIs) under CLIN 0001. The contractor will provide the man-hours and materials at the agreed rates, as listed in CLINs 0003 and 0004, Section B, when authorized by the Contracting Officer in accordance with this clause. The total authorized growth work may not exceed the total NTE dollar value of the T&M Growth CLIN, however, the mix of labor hours and material provided above may be adjusted so long as the total does not exceed the dollar value of the Growth CLINs.

(b) Labor hours and material in T&M CLIN are not subject to DFARS 252.217-7003 'Changes' and are within the scope and pricing of this contract. The utilization of T&M CLINs is at the discretion of the Contracting Officer and subject to the schedule phasing identified in Section B, Note B.

(c) The labor hours and material requirements listed in T&M CLINs in Section B and included in Attachment J-3 (Contractor Price Breakdown), are part of this Contract. Prime Contractor efforts shall be deducted from the labor hours allocated. Subcontractor efforts and materials shall be deducted from the materials allocated. The unauthorized balance of labor hours and materials remaining in the T&M CLINs will be recouped via final contract modification at the end of the availability, when it is evident no additional growth work will be directed.

(d) GROWTH WORK - Growth is defined as any additional work that is identified and authorized after contract award and prior to avail completion that is related to a work item included in the original work package defined in CLIN 0001 and as attached under Section J. Any additional work determined by the Contracting Officer as not within the scope of any of the WIs shall be considered NEW WORK and will not be covered by this Growth CLINs.

(1) After any inspection reports detailed in any of the Work Items (WIs) are submitted to the MSC Port Engineer, the contractor will propose solutions, recommendations, material availability, and time impacts to the Period of Performance. This will be in the form of a Condition Found Report (CFR), which will be submitted to the PPE within twenty-four (24) hours after the conditions have been found and identified. This form (refer to Para. 7.6 WI 0013) shall be submitted electronically and physically for record keeping purposes. No work under this T&M CLINs shall be performed, and no costs shall be incurred, until a formal written authorization is issued by the Contracting Officer (CO) as stated in Section C, paragraph (n).

(2) The MSC PPE shall review the CFR and will determine further action. When determined by the PPE that the work detailed on the CFR is required and would require additional man-hours or materials, the CFR is returned to the contractor through the Contracting Office, as growth work together with a Deficiency Log (DL) detailing the corrective actions and additional work requirements. Time-and-Material Authorization will be utilized for each growth work request and approval.

(3) Upon receipt of a growth work requirement, the contractor shall submit a proposal with the estimated total labor hours required and a list of

required materials and their estimated costs, supported by vendor quotes or catalog prices, within 3 working days, or as specified by the Contracting Officer. The Contracting Officer and the MSC PPE will review and approve each proposal. Once an agreement has been reached, the ACO will issue an authorization to enable the contractor to commence work. The price negotiated by the parties shall be a Not-to-Exceed (NTE) price for the proposed task (Labor + Materials). If, during execution of the T&M CCO the Contractor exceeds an NTE price without prior authorization from the Contracting Officer, it does so at its own risk and may not be compensated for any overruns.

(4) The ACO will develop a growth work tracking log for the Growth CLINs to identify, record, and reconcile all the approved T&M CCOs. The tracking log shall include but not limited to CCO number, WI, Deficiency Log (DL) number, job description, and approved NTE total price, labor hours, materials/other cost.

(e) Effort performed in fulfilling the obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other none work locations or other time and effort which does not have a specific and direct contribution to the tasks described in this solicitation.

(f) Only actual, authorized direct production labor hours expended shall be deducted for invoicing from the allocated labor hour effort in the T&M CLIN. Per Note A, paragraph 1, all non-production labor shall be included in the Contractor's fully burdened labor rate. Non-production hours shall not be included in pricing submitted in support of growth issued under the T&M CLINs.

(g) Only authorized material dollars shall be deducted from the allocated material reservation set forth in T&M CLINs. This material reservation consists of the total cost of materials and subcontractor efforts proposed. All subcontractor quotes shall be included in the proposal as per Section C, paragraph (k). Material dollars shall be proposed in accordance with Section B, Note A. For instance, material dollars may include freight or duties if specifically itemized on the invoice for the material. However, the Contractor shall not be allowed to add material handling charges, overhead (including G&A), or profit into the settled cost of materials deducted from the material reservation.

(h) If, in the opinion of the Contractor, any effort directed in the T&M CCO calls for effort outside the scope of the contract, the Contractor shall notify the KO in writing within two (2) business days after the receipt of any such direction. In the event of a cost dispute, the KO may unilaterally authorize hours and material against T&M CCO work. The Contractor shall not proceed with the work directed by the T&M CCO unless and until the Contractor is notified by the KO to proceed with the directed work within the scope of the contract. The Contractor is required to proceed with the directed work as directed by the KO. Thereafter, any remaining disagreement shall be addressed in accordance with FAR 52.233-1(Alt. 1) 'Disputes'; however, nothing in this clause shall excuse the Contractor from proceeding with the subject growth work as directed by the Contracting Officer.

(i) Reporting and Invoicing:

(1) For each authorized growth work task, the Contractor shall provide a monthly status report to the PPE detailing: Work accomplished during the period. Labor hours expended by labor category. Materials purchased and costs incurred. Percentage of work completed. Total costs incurred to date against the task-specific NTE.

(2) Invoices for T&M work must be submitted separately from FFP invoices and must include all supporting documentation (signed time sheets, material receipts) for the costs being claimed in accordance with the payment clause at 52.232-7 "Payments under Time and Materials and Labor-Hour Contracts."

Section I - Contract Clauses

Additional Information/Notes

The following clauses were deleted:

DFARS Clauses Incorporated by Reference

Number	Title	Effective Date	Alternate/ Deviation	Variation Effective Date
252.225-7001	Buy American and Balance of Payments Program.	Jan 2024		

Section J - List of Attachments

Miscellaneous text in this section has been modified to:

J-1 - Work Item Specification Package SSU 27-003
J-1A - List of Work Items with Original Equipment Manufacturer (OEM)
J-2 - List of Government-Furnished Property (GFP) and Estimated Value of GFP
J-3 - Contractor Price Breakdown
J-4 - Contractor Past Performance Data Sheet
J-5 - Request for Clarification or Deviation
J-6 - FAR 52.229-11 Tax on Certain Foreign Procurements Form W-14 & Instructions
J-7 - MSC Ship Repair Facility Survey Form (MSC Form 4330/26)
J-8 - Contract Administration Plan (CAP)
J-9 - Quality Assurance Surveillance Plan (QASP)
J-10 - Q&A Matrix 29MAY2026

AMENDMENT 0001 - Exhibit I (Questions and Answers)

Replaced with J-10 Q&M Matrix.

Section K - Representations, Certification, & Other Statements

The following clauses were deleted:

DFARS Clauses Incorporated by Full Text

252.225-7000 Buy American--Balance of Payments Program Certificate. (Jan 2024)

BUY AMERICAN-BALANCE OF PAYMENTS PROGRAM CERTIFICATE-BASIC (FEB 2024)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "component," "critical component," "critical item," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the 252.225-7001, Buy American and Balance of Payments Program-Basic clause of this solicitation.

(b) *Evaluation.* The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program-Basic clause of this solicitation, the Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product and that each domestic end product listed in paragraph (c)(4) of this provision contains a critical component or a critical item; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country. For those end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(2) The Offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
____	____
____	____
____	____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Line Item Number	Country of Origin (If known)	Exceeds 55% Domestic Content (yes/no)
____	____	____
____	____	____
____	____	____

(4) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component or a critical item (see Federal Acquisition Regulation 25.105).

Domestic end products containing a critical component or a critical item:

Line Item Number ____

[List as necessary]

(End of provision)